



*Office of the City Manager*  
**Phone: (715) 839-4902**  
**Fax: (715) 839-6177**

December 9, 2016

Environmental Protection Agency Region 5  
Attn: Mr. Matthew Didier  
77 West Jackson Boulevard; Mail Code SE-7J  
Chicago, IL 60604-3507

Via Email: [Didier.Matthew@epa.gov](mailto:Didier.Matthew@epa.gov)

Re: City of Eau Claire, WI Brownfield Revitalization Initiative ("Riverfront Revitalization")  
USEPA Brownfield Combined Petroleum and Hazardous Materials Assessment Grant

Dear Mr. Didier:

The City of Eau Claire, Wisconsin, on behalf of our multiple and engaged stakeholders, is pleased to submit this combined application for the USEPA Brownfield Assessment Grant, requesting funding of \$300,000 for Petroleum and Hazardous Materials sites. Our application includes responses to all threshold and ranking criteria as described within the application materials. The City will use the requested Petroleum and Hazardous Materials funds to support brownfield redevelopment along our river corridor to reduce threats to our residents' health, welfare, and environment; help create new jobs; increase the tax base; eliminate blight; and stimulate our economy. Just as important, the funding will allow us to support redevelopment projects that will result in the protection and restoration of our riparian shoreline of the Chippewa River and allow us to create and expand our green space along the riverfront. Our goal is to identify and assess brownfields along our riverfront corridor and historic downtown area to make way for an influx of mixed-use housing, a thriving downtown commercial district, and improved bicycle and pedestrian transit – strengthening the general health and well-being of our community members.

Eau Claire offers plentiful opportunities for outdoor recreation, and our target area's location at the confluence of the aforementioned two rivers makes it a premier area for reinvestment and redevelopment. Instead of the parking lots, obsolete industries, trash storage, and vacant private spaces lining much of our riverbanks, we see the EPA Brownfields Assessment grant funding as a prime opportunity to capitalize on the great potential existing within these natural amenities. With your help, we can build upon the successes of related efforts elsewhere in our community and transition our Chippewa River corridor and our historic downtown area into a vibrant, mixed-use neighborhood. The "Riverfront Revitalization" redevelopment area – the term we've coined to describe the target area for this assessment grant – consists of approximately 3.5 miles of the Chippewa River Corridor through central Eau Claire, stretching from just south of Dells Pond at the northern boundary to the West Clairemont Avenue bridge and Menomonie Street intersection at the southwestern boundary.

**A. Applicant Identification**

The proposed recipient of the EPA Community-Wide Hazardous Materials and Petroleum Assessment Grant monies is the City of Eau Claire with offices located at 203 South Farwell Street, Eau Claire, WI 54701. Applicant DUNS Number: 020495156

**B. Funding Requested**

- i. Grant Type: Assessment
- ii. Assessment Grant Type: Community-Wide
- iii. Federal Funds Requested: \$300,000
- iv. Contamination: We are requesting \$200,000 for contaminated land assessment activities for Hazardous Substances and \$100,000 for Petroleum assessment to assist in future City revitalization and redevelopment efforts.

**C. Location:** The City of Eau Claire is located in west-central Wisconsin and is the county seat of Eau Claire County. Eau Claire is located approximately 90 miles east of Minneapolis and St. Paul, Minnesota, and is centered on the confluence of the Eau Claire and Chippewa Rivers. Eau Claire serves as a commercial and industrial center for surrounding communities and local farms and is the principal city of the Eau Claire Metropolitan Area. The targeted community consists of the commercial and residential neighborhoods along the Chippewa River corridor, an area roughly defined by block group 5 of census tract 14, block groups 2, 3, 5, and 6 of census tract 12, block group 1 of census tract 11.01, and block group 1 of census tract 6.

**D. Site Specific:** This is a Community Wide application and does not include site-specific information.

**E. Project Contacts**

**Project Director – City of Eau Claire**  
Mike Schatz, Economic Development Director  
203 S. Farwell St.  
Eau Claire, WI 54701  
Phone: 715.839.4914, Fax 715.839.4939  
Email: [Mike.Schatz@EauClaireWI.gov](mailto:Mike.Schatz@EauClaireWI.gov)

**Chief Executive**  
Dale Peters, City Manager  
203 S. Farwell St.  
Eau Claire, WI 54701  
Phone: 715.839.4902, Fax 715.839.6177  
Email: [Dale.Peters@EauClaireWI.gov](mailto:Dale.Peters@EauClaireWI.gov)

**F. Population**

- i. Our population is 67,684 persons (2014 estimate, State & County QuickFacts, U.S. Census Bureau, available from [quickfacts.census.gov](http://quickfacts.census.gov)).
- ii. The City of Eau Claire, WI is a municipal form of government.
- iii. Persistent poverty: We affirm that Eau Claire County is not classified as a Persistent Poverty County as measured by the 1990 and 2000 decennial census and the most recent Small Area Income and Poverty Estimates.

**G. Regional Priorities Form/Other Factors Checklist:** Please see attached.

**H. Letter from the State or Tribal Environmental Authority:** Please see attached.

Thank you for consideration of our grant application materials. We trust you will find them complete and worthy of an award.

Sincerely,



Dale Peters, City Manager  
City of Eau Claire, WI

cjm

Enclosure

## 1. Community Need

### a. Target Area and Brownfields

i. Community and Target Area Descriptions – The City of Eau Claire, located about 90 miles east of Minneapolis, is a picturesque Midwestern community situated along the confluence of the Eau Claire and Chippewa rivers in west-central Wisconsin. Incorporated in 1872, our charming community got its French name (meaning “clear water”) from the French explorers navigating our waterways. Eau Claire, then a lumbering town, supported numerous sawmills along the banks of our rivers, which they used to efficiently transport timber. Beyond the lumber industry, Eau Claire has a well-documented and diverse industrial past that included a coal gasification plant, sewer pipe manufacturing facility, an iron foundry, and a battery cracking facility. The heavy industrial facilities from our past have largely been abandoned and replaced by today’s economic base which includes education, service businesses, retail and medical centers, information technologies, and skilled manufacturing. Eau Claire offers plentiful opportunities for outdoor recreation, especially in our target area’s location at the confluence of the two rivers, making it a prime area for redevelopment. Instead of the parking lots, obsolete industries, trash storage, and vacant private spaces lining the riverbanks, we see the EPA Assessment funding as a prime opportunity to reinvent this area. The proposed “Riverfront Revitalization” redevelopment area consists of approximately 3.5 miles of the Chippewa River Corridor through central Eau Claire. It stretches from south of Dells Pond at the northern boundary to the West Clairemont Avenue bridge and Menomonie Street intersection at the southwestern boundary. The Menomonie Street corridor roughly consists of block group 5 of census tract 14, block groups 2, 3, 5, and 6 of census tract 12, block group 1 of census tract 11.01, and block group 1 of census tract 6. Our target area also includes the 30-acre West Bank Redevelopment District north of Madison Street along the Chippewa River, an area that consisted of industrial facilities but is now largely vacant.

### ii. Demographic Information and Indicators of Need

Demographic data for Eau Claire indicate that median family income in the area is well below the Wisconsin average and has a higher percentage of residents below the poverty line. The poverty rate is even more striking in our target area.

	Menomonie Street CT 12.0	West Bank CT 14.0	City of Eau Claire	Eau Claire County	Statewide	National
Population:	4,928 <sup>1</sup>	6,912 <sup>1</sup>	67,036 <sup>1</sup>	100,607 <sup>1</sup>	5,724,692 <sup>1</sup>	314,107,084 <sup>1</sup>
Unemployment:	9.4% <sup>1</sup>	3.5% <sup>1</sup>	6.0% <sup>1</sup>	5.7% <sup>1</sup>	4.4% <sup>1</sup>	5.0% <sup>1</sup>
Poverty Rate:	61.7% <sup>1</sup>	11.9% <sup>1</sup>	18.53% <sup>1</sup>	15.4% <sup>1</sup>	13.2% <sup>1</sup>	15.6% <sup>1</sup>
Percent Minority:	7.3% <sup>1</sup>	8.2% <sup>1</sup>	8.2% <sup>1</sup>	6.9% <sup>1</sup>	13.3% <sup>1</sup>	37.2% <sup>1</sup>
Median HH Income:	\$20,340 <sup>1</sup>	\$42,500 <sup>1</sup>	\$43,295 <sup>1</sup>	\$48,209 <sup>1</sup>	\$52,738 <sup>1</sup>	\$53,482 <sup>1</sup>
Per Capita Income:	\$12,853 <sup>1</sup>	\$25,612	\$23,792 <sup>1</sup>	\$29,182 <sup>1</sup>	\$30,477 <sup>1</sup>	\$30,815 <sup>1</sup>

<sup>1</sup>Data from the 2014 American Community Survey on American FactFinder at

[http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS\\_14\\_5YR\\_DP05&src=pt](http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_14_5YR_DP05&src=pt)

iii. Brownfields and Their Impacts – Several areas along our targeted Riverfront Revitalization area consist of blighted commercial and industrial buildings and vacant lots. The City has identified two priority brownfield sites needing redevelopment, the 30-acre area along Oxford Avenue known as our West Bank Redevelopment District (WBRD) and the approximately 50+-acre area known as the Menomonie Street Corridor (MSC). The WBRD is currently occupied by light manufacturing, storage, and vacant lots. Potential contaminants include asbestos, chlorinated solvents, heavy metals, PAHs, and petroleum hydrocarbons. Blighted buildings in this area pose a public safety concern due to trespassing, uneven footings, and its

proximity to parks and residential housing.

The MSC recently became a priority for redevelopment when the owners of a large 22-acre parcel committed to transfer ownership to the UW-Eau Claire Bugold Real Estate Foundation, Inc. Until recently, this parcel was occupied by the concrete manufacturing company County Materials. Also in development are arrangements for the purchase of the property directly east of County Materials, which is currently occupied by Student Transit-Eau Claire Inc. Plans for redevelopment of the MSC parcels include a large Events and Recreation Complex, including a hotel, restaurant, and Mayo Clinic and YMCA Educational and Wellness facilities (valued at over \$80 million); however, the area is plagued by its industrial history and proximity to the former railroad line. Given the Riverfront Revitalization area's commercial and industrial history, many parcels are known to be contaminated and equally as many potentially contaminated. Past site investigations suggest high concentrations of heavy metals, coal tar, cyanide, and PAHs. A section of the Riverfront Revitalization area has undergone some environmental site assessment activities. Environmental testing on adjacent properties has revealed elevated concentrations of heavy metals and PAHs in the soils, likely resulting from nearby historic land uses.

#### **b. Welfare, Environmental, and Public Health Impacts**

i. Welfare Impacts – Some of our most vulnerable residents live in the Riverfront Revitalization area we are targeting. Residents in this lower housing stock area along the river, where our former industries once thrived and whose environmental remnants remain, are living in a higher crime area littered with blight. Living further from grocery stores than residents elsewhere in the City presents a greater barrier to healthy food. And in some cases, these struggling neighborhoods have become so degraded that they're starting to impact health. The dangers of lead-based paint, which we know the older homes in this corridor are laced with, are well documented and known to cause a range of health problems, especially in young children. It would be almost irresponsible of us to not investigate this further.

Poverty and the connected issue of affordable housing is a major barrier to positive health outcomes for the more than 60,000 City of Eau Claire residents, most particularly within our Riverfront Revitalization area. According to Wisconsin County Health Rankings (WCHR), Eau Claire has one of the worst measures of income inequality in the United States. Our families living below the poverty level with children under 5 years have dramatically risen to 28.3% compared to the state average of 16.8%. What's more, higher than 1 in 3 children in our city are eligible for free and reduced lunch. Eau Claire is also home to the 20th largest Hmong community in the United States with specific housing and poverty issues. The health of people in our target area based upon where they "live, work, and play" is impacted by poverty.

Housing quality in our target area is one of our biggest challenges but greatest opportunities for improvement of health outcomes. The WCHR identified housing in our City as poor quality with 16% of properties having one or more severe housing problems. In addition, the CDC Community Health Status Indicators rank Eau Claire housing in the bottom quartile of comparable counties based upon poverty, high housing cost, and housing stress. Many City governmental resources are spent on responding to complaints and carrying out inspections and follow-ups due to poor housing conditions. These inspections average more than five health violations each. Locally, there is also a lot of energy and optimism around housing issues and opportunities from industry, political leadership, and governmental agencies. Recent work on a City Comprehensive Plan update and Community Health Assessment both focused on "place" being a driver for health outcomes.

In addition to our housing problems posing a major barrier to improving health outcomes, our City often carries out projects and programs by separate sectors. Health care providers, the health department, and



local non-profit organizations have moved forward with collaborative efforts around health priorities. However, sectors that are not normally considered traditional partners (i.e. financial institutions, real estate, and redevelopment) have not regularly partnered to address common issues. It is clear that when working toward a shared “return on investment” language and shared interventions for health, community development and finance outcomes could be powerful. This grant opportunity provides Eau Claire with the next step in building a culture of health and a new way to do business with a particular focus on data-informed intervention and health equity.

ii. Cumulative Environmental Issues –The presence of brownfields along the Riverfront Revitalization area represents a significant environmental justice concern. Eau Claire’s impoverished and minority residents are concentrated in this area, exposing these populations to increased environmental and health hazards. Housing is an aspect of our community’s built environment that poses direct threats to health and has broader social and economic implications that perpetuate a cycle of poverty. In the City of Eau Claire, both owner-occupied and rental housing units undergo inspections by the health department. On average, each rental housing inspection results in 4.4 to 6.8 health violations. Due to a large demand for rental housing, an aging housing stock, and limited local housing policies, much of the housing available to our low-income populations presents physical, social, and economic implications for health. For the student renters, safety infrastructure can have severe negative health impacts, and unfortunately, we consistently suffer at least one student death per year due to housing defects. University of Wisconsin-Eau Claire personnel cite that students who live in highly concentrated, off-campus housing units are less engaged in their community, more likely to misuse alcohol, and demonstrate decreased academic performance. Our other low income populations are at greater risk of a variety of chronic conditions associated with substandard housing, and with high housing cost burden, they also suffer in their ability to meet their non-housing costs like purchasing healthy foods or obtaining healthcare. As houses age and fall into disrepair, the neighborhoods are not attractive to new development that could provide features to improve health outcomes.

Recently, the Eau Claire City-County Health Department received a 2-year Healthier Wisconsin Partnership Program grant in partnership with Eau Claire Healthy Communities; Joining Our Neighbors Advancing Hope (JONAH); Mayo Clinic Health System; Medical College of Wisconsin; and the City of Eau Claire Planning Department. Our partners will work with the Medical College of Wisconsin to research how to incorporate health impact and health outcomes as part of community planning for the built environment. The goal of this grant is to positively impact health for Eau Claire residents by creating community policy/practice change to incorporate health impact and health outcomes as part of community planning for the built environment in Eau Claire.

This grant will move our Comprehensive Plan Health Plan forward by testing implementation of a Health Impact Assessment (HIA) with the redevelopment of the WBRD. This redevelopment was specifically selected as it contains many brownfield sites and is slated for redevelopment in the near future. The lessons learned and capacity developed through this project will ultimately impact the way this community views and promotes health in community planning and redevelopment in the future. Our project is an opportunity to engage diverse perspectives in community development resulting in systems change – creating a new way for us to engage in and view the built environment as a health and an economic asset.

iii. Cumulative Public Health Impacts – The potential contamination of these old industrial sites and blighted properties pose a health threat to Eau Claire residents through direct contact or inhalation of hazardous or petroleum contamination, which can increase cancer risk and cause organ damage. The industrial nature and potential soil contamination pose a significant public safety concern, especially when the location of these sites is taken into consideration. The MSC brownfield sites, which include the concrete manufacturing

facility, is bordered by the Chippewa River State Trail and the Chippewa River to the south and Carson Park to the north. The WBRD is located immediately adjacent to a residential neighborhood, Kessler Park, and the Chippewa River, and the location effectively cuts off the adjacent neighborhood from the river and City-wide walking and biking trails.

Blight conditions in the WBRD and other areas within the Riverfront Revitalization area include unkempt vacant lots, graffiti, broken windows, litter, junk cars, weeds, and structure deficiencies. Urban blight and decay are widely recognized as invitations to violent and property crimes. Data from the Eau Claire County-Chippewa County area contains more registered petroleum tanks per person than all the other mid-sized counties (8,842 petroleum tanks, which is 18.4 tanks per person in the combined counties). The riparian areas around the Chippewa River in Eau Claire also have a plethora of other environmental sites which may present health and environmental issues to the target area. For example, there are 117 automobile repair shops, six chemical manufacturing plants, 44 dry cleaners, six bulk fuel oil depots, 153 gasoline retail stations, 18 machine shops, and 30 oil and lubricant sales shops in the City of Eau Claire, with a large majority of these sites being located along the Riverfront Revitalization target area. The Eau Claire City-County Health Department mapped these sites, and the vast majority of these brownfield sites are located within two blocks of the Chippewa River and within our target area (Appendix E). Of particular concern is the very high levels of blood lead levels in the Riverfront target area and the highest blood lead levels closely coincide with the oldest housing stock in Eau Claire with is along the Chippewa River (Appendix E).

### **c. Financial Need**

i. Economic Conditions – The City of Eau Claire is fortunate in that our forward-thinking community leaders and City officials have long been working to recover and redevelop brownfields – and, with the help of both state and federal funding, have done so successfully. Eau Claire started the remediation and redevelopment process in the Riverfront Revitalization area over a dozen years ago when the City received more than \$2.1 million in state and federal funding for our North Barstow Redevelopment project, which successfully remediated and redeveloped a 15-acre section of the Riverfront Revitalization area. However, contamination in this area is widespread, and large areas are still in need of assessment, remediation, and redevelopment. The City has already committed hundreds of thousands of dollars for property acquisition and building demolitions, in addition to millions in TIF funding pledged toward a redevelopment project.

In addition to widespread soil contamination and blighted buildings, our city suffers from a weak economic recovery in the wake of the recession, including a lackluster housing industry, low wages, and multiple business closures. According to Worknet.Wisconsin.gov, unemployment rates in Eau Claire peaked at 8.7% during the bottom of the Great Recession in 2009. Like the rest of the state, Eau Claire's recovery since 2009 has been weak, and unemployment rates continue to be higher than pre-recession levels. Budget reductions and the general economic downturn continues to impact key businesses in our City to this day. We'll soon be losing 61 jobs when Macy's in our Oakwood Mall closes next spring.

(<http://www.leadertelegram.com/News/Daily-Updates/2016/11/01/Eau-Claire-Macy-s-store-to-close-in-spring.html>). The University of Wisconsin-Eau Claire, a public liberal arts campus in our community with an undergraduate enrollment of about 10,000, cut 179 full-time equivalent positions in 2015 through contract nonrenewals, resignations, retirements, and 11 layoffs (<http://www.leadertelegram.com/News/Daily-Updates/2015/10/17/Layoffs-total-11-at-UW-Eau-Claire.html>). In April 2015, Gemini Cares Inc., which provided supportive services for the elderly and disabled, announced its plans to end operations. The company had a location in our city until its closure in the spring of 2015, putting 83 Eau Claire employees out of work. <http://www.wgow.com/story/28733514/2015/04/06/gemini-cares-inc-announces-closure-700-employees-out-of-work>. An industry slowdown prompted Hutchinson Technology Inc. in Eau Claire to cut

hours for about 100 employees – about a quarter of its manufacturing and quality workforce – earlier this year. (<http://www.leadertelegram.com/News/Front-Page/2016/04/21/Hours-cut-for-some-HTI-workers.html>). In early 2015, 93 employees lost their jobs when Kmart closed their doors after decades of operation (<http://www.weau.com/home/headlines/Eau-Claire-Kmart-to-close-in-February-2015-282316381.html>).

Local economic conditions were only made worse when Eau Claire experienced two declared natural disasters that caused significant economic and environmental distress. In November 2012, the USDA designated 31 counties in Wisconsin as primary natural disaster areas due to unseasonable warm weather followed by frost and freezes. Similarly, in July 2013 the USDA designated 24 Wisconsin counties as primary natural disaster areas due to the combined effects of excessive rain, excessive snow, and multiple periods of thawing and refreezing, resulting in winterkill.

ii. Economic Effects of Brownfields – As discussed earlier, Eau Claire's impoverished and minority residents are concentrated in the Riverfront Revitalization area, and the residential neighborhoods, parks, and pedestrian/bicycle trails are adjacent to the blighted areas and potentially contaminated soils. This area performs below the national, state, and county averages on almost all economic indicators. According to the U.S. Census 2008-2012 American Community Survey, poverty levels in the downtown/riverfront area are significantly higher than the city-wide, national, and Wisconsin averages, and the median income and per capita income are significantly lower. The median income of households in the targeted community was estimated at \$19,912 in 2012, compared to \$53,046 nationally and \$43,410 throughout Eau Claire as a whole. Similarly, the per capita income within the Riverfront Revitalization area was \$15,104, compared to \$28,051 nationally. The vacant lots, blighted buildings, and outdoor storage space along the Riverfront Revitalization area have a blighting influence on the neighboring properties. Despite the riverfront location and adjacency to the downtown business district, the census block groups within the targeted community have median monthly rents that are up to 32% lower and median house/condo values that are up to 51% lower than the corresponding City-wide values (US Census 2008-2012 ACS). Redevelopment of this corridor has the potential to raise adjacent property values, increase commercial revenue and tourism, and improve the quality of life in these presently low-income neighborhoods.

## **2. Project Description and Feasibility of Success**

### **a. Project Description, Timing and Implementation**

i. Project Description and Alignment with Revitalization Plans – The City of Eau Claire intends to use the EPA funding to develop a hazardous and petroleum inventory of brownfield sites along the Riverfront Revitalization target area. This inventory will help us prioritize the assessment, cleanup, and redevelopment of these sites and will accelerate their reuse by providing accessible information to developers. The City will consolidate this information in electronic format and create summary sheets that highlight the most pertinent information about each site that can be distributed to interested developers. EPA funds will also be used to conduct approximately eight Phase 1 Environmental Site Assessments (ESAs) on hazardous sites and another four Phase 1 ESAs on petroleum sites. Phase 2 ESAs will be performed on approximately four hazardous sites and three petroleum sites, which will be identified through the brownfield inventory and community involvement efforts. For each Phase 2 ESA conducted, quality assurance project plans, site-specific sampling and analysis plans, and remedial action work plans will be developed. EPA will be consulted before any work is conducted on sites that might impact historical properties. In addition, remediation and reuse plans will be created for each site undergoing Phase 2 ESAs.

Eau Claire will also use EPA grant funding to conduct area-wide planning activities targeted at integrating brownfield reuse efforts with the community's vision for the downtown/riverfront area. These area-wide efforts will enable the development of a community-led revitalization strategy that facilitates brownfield

cleanup and reuse and removes economic and environmental barriers that hinder redevelopment in the area. The redevelopment of brownfield properties will allow for the creation of jobs and a stronger tax base for the City while promoting mixed-use infill development, creating needed housing, and developing parks, trails, and green space – all of which are identified as goals in the City's Comprehensive Plan.

The Eau Claire Waterways Plan calls for a renewed focus on riverfront development along the Chippewa River, and a community-wide environmental assessment is listed in the City's "Health Chapter" of the Comprehensive Plan as a primary strategy for reducing or eliminating human health threats related to contaminated sites. Additionally, supporting the redevelopment of contaminated, blighted, and underused properties is listed as a major objective in the "Economic Development" chapter of the Plan.

Preliminary visions for the redevelopment area include affordable housing, mixed-use commercial development, and public greenspace along the riverway, including pedestrian and bicycle trails connecting to the City-wide trail system. The MSC has been identified as the future location of a new events and recreation complex for the University of Wisconsin-Eau Claire. In the downtown area, the City wishes to preserve the original character of the historic downtown through the preservation and showcasing of historic buildings while allowing additional uses that will strengthen and expand the core of the community and capitalize on the riverfront location.

These undertakings complement health assessments our local health department is already pursuing within our target area. The Eau Claire City-County Health Department obtained two grants – a \$60,000 Invest Health grant from the Robert Wood Johnson Foundation and Reinvestment Fund and a \$250,000 Health Impact Assessment grant from the Medical College of Wisconsin – aimed at looking at the health impacts of the planned redevelopment efforts. The Eau Claire Comprehensive Plan's health chapter recommended a health impact assessment. The grant funding makes that recommendation a reality. The health department is collaborating with a team of community leaders to creatively look at how various options would impact health outcomes – for both better and worse – when planning development projects.

We're committed to the health of our community and, together with the EPA assessment grant and this additional state and national funding, we could make powerful strides forward. We intend to make sure of existing infrastructure when doing so. The vision for this area incorporates and saves many of the existing historic buildings in the project area while developing the underutilized parcels surrounding them. The Comprehensive Plan promotes urban infill development that will be served by existing infrastructure. Existing roads will provide sufficient access to the revitalized areas within our target area. The development of these infill sites will make existing transportation systems more efficient as existing sidewalks will be supplemented with additional walkways, pedestrian trails, and bike trails connecting the revitalized area with downtown and the City's recreational trail system. The existing riparian shorelines will be combined with utilization of native plants and landscaping techniques to favor a naturalized landscape. Any new streets, sidewalks and trails integral to this redevelopment will connect to existing recreational trails that access downtown Eau Claire, the Riverfront Revitalization waterfront area, and regional trails. Green space and detention basin creation will be constructed on select properties to function as natural stormwater management, slowing the travel time of runoff and allowing infiltration to take place. Linking trail systems to key features in the City and the University will promote healthy living and human-powered transportation, thereby reducing pollution from fossil fuel consumption.

## ii. Timing and Implementation

(a) Contractor procurement: The City of Eau Claire has begun taking steps to ensure the project is completed within the three-year term. Should our application be awarded, the City will undertake a competitive contractor procurement process, fully compliant with the requirements of 40 CPR 31.36. In

response to the request for qualifications, the City will solicit qualifications from consulting teams and a panel of City representatives will review the proposals, and the most qualified consultant team will be selected. Advanced identification of our brownfield sites located within the Riverfront Revitalization area will allow us to begin assessment and implementation tasks immediately upon execution of the Cooperative Agreement (CA). Our qualified environmental professional will also be utilized as a technical resource before the CA is finalized to help us establish the CA work plan, create a Quality Assurance Project Plan (QAPP) for use on this project, develop site eligibility determination (SED) requests for known priority sites, initiate site access negotiations, and support ongoing community outreach activities. For example, in support of this grant application, the City staff assembled a list of more than 18 individual brownfield sites within the target area. In order to jump-start the assessment process, the City will use this preliminary inventory data to identify and select an initial group of priority sites, focus areas, and/or quick-tum redevelopment opportunities so that Phase 1 and 2 ESA activities can be completed concurrently with a more comprehensive brownfield inventory and future area-wide planning activities. This will demonstrate early progress to the community, develop further support, and advance the timeline for achieving project milestones. Our City team will ensure timeliness by using well-developed site selection criteria to assist us in proactively addressing site access issues and advancing an already established public involvement program we initiated in our downtown riverfront plan. For example, we have already begun efforts to educate the community about the program and these efforts resulted in numerous letters of commitment (provided as Attachments), including committed in-kind contributions and/or other forms of support. To ensure project goals are met, the City will document, track, and evaluate outputs and outcomes on a continual basis. Progress will be reported via quarterly EPA progress reports and ACRES updates.

(b) Site Selection Process: In an effort to identify sites with near-term redevelopment potential, eliminate threats to human health and the environment, and contribute to community revitalization and economic development goals, Eau Claire will expand our preliminary inventory efforts, completed as part of this application process, to complete a comprehensive brownfield inventory within the target area. Accordingly, we will incorporate market analysis, perform site reuse option analyses, and apply real estate strategy to prioritize opportunities and help focus assessment dollars on the most feasible sites/redevelopment areas. We have four ingredients for revitalization which include (1) environmental cleanup to advance public health goals, (2) redevelopment potential and worthy of reinvestment, (3) landowner interest because without it our time will not be well spent, and (4) catalyst potential and with its development will it create a domino effect for redevelopment. Our inventory will also include outreach to the real estate/development community; meetings with site owners, businesses, and other stakeholders; and review of Wisconsin Department of Natural Resources BRRTS records and the Wisconsin Petroleum Storage Tank Bureau databases to identify sites with previously documented, suspected, or potential impacts. We will also examine historic resources such as Sanborn Maps, city directories, aerial photographs, and other available archives (i.e. historic Assessor files) to identify additional potential impacted sites. The City will then apply a scoring/ranking system to develop a short-list of the best opportunity sites. When prioritizing sites for assessment, we will examine: (1) short- and long-term economic development potential opportunities; (2) known/suspected threats to public health; (3) known/suspected environmental impacts; (4) degree of blight and underutilization; (5) tax delinquency status; (6) community concerns; and (7) site eligibility criteria. As previously mentioned, we will also consider landowner willingness and access issues when prioritizing privately owned sites. Our partners have extensive experience identifying and resolving land ownership, liability, zoning, permitting, and entitlement issues. The true success of our comprehensive brownfields initiative will not only be measured by the number of brownfield sites prioritized or assessed but also by how well we can diminish or eliminate the environmental and social injustices caused by brownfield sites as they are remediated and redeveloped along our Chippewa River downtown waterfront community.

(c) Obtaining and securing site access. As previously mentioned, we will also consider landowner willingness and access issues when prioritizing privately owned sites. Our RDA and other partners have extensive experience identifying and resolving land ownership, liability, zoning, permitting, and entitlement issues. We will utilize the outcomes of the site identification and prioritization process to direct the majority of our grant funds to the environmental assessment of the highest ranking sites, beginning with Phase 1 ESAs and moving into Phase 2 ESAs as warranted. We will work cooperatively with EPA to ensure the eligibility of all selected assessment sites and will pursue site access authorization from the respective owners. In the event eligibility or authorization is not obtained, we will move down the list of priorities to the next highest ranking site where these can be obtained. During our initial waterfront development planning process, we met with major waterfront landowners and businesses to hear their thoughts on the use of our waterways and review plan ideas. This early planning process helped create “champions for the plan” who will be advocates for Riverfront Revitalization brownfield redevelopment activities.

## **b. Task Descriptions and Budget Table**

### i. Task Descriptions

#### Task 1 – Site Inventory, Selection and Planning

(\$30,000 Grant-Funded Activities+ \$4,000 Voluntary Match): Task 1 presents an opportunity to engage City residents in a comprehensive site identification and evaluation process. Data gathered during the inventory will be integrated with existing City databases. The inventory will become a long-term planning tool that can be used to better understand economic and health impacts associated with brownfield sites, identify potential issues during infrastructure improvement projects, and support various other local initiatives. Our City staff and qualified environmental contractor will perform the following inventory activities as part of this task: (1) Conduct tours/windshield surveys of priority focus areas to identify potential petroleum and **hazardous substance brownfield sites and verify current conditions**; (2) review City’s municipal records relevant to identification of brownfields (including occupancy, permits, tax delinquency status, crime violations and police responses, etc.); (3) review historical Sanborn Maps and other historical resources to identify past manufacturing facilities, gasoline/auto repair stations, drycleaners, and other sites with potential for historic environmental impacts; (4) survey local developers, real estate industry representatives, and other stakeholders for information on vacant and underutilized commercial/industrial properties; and (5) review City, County and State Health Department records to verify that all sites with known/suspected impacts or threats to public health are included in the prioritization process. The budget (for each grant) includes contractual services of \$30,000 (300 hours at an average of \$100/hr) to perform property inspections, conduct records review, and assist with prioritization. Deliverables include a **brownfield inventory report and GIS overlay of brownfield sites over current aerial photographs**. The City’s voluntary match is approximately \$2,000 (50 hours at \$40/hr) for each grant for inventory assistance.

#### Task 2 – Site Assessment

(\$213,000 Grant-Funded Activities + \$4,000 Voluntary Match): Under direction of the City, our qualified environmental professional (QEP) will complete an estimated 10 Phase 1 ESAs at up to two high-priority petroleum and eight hazardous substance brownfield sites within the target area. Phase 1 ESAs will be performed in accordance with the All Appropriate Inquiries Final Rule and the standards set forth in the ASTM E1527-13 Phase I ESA Process. The QEP will complete Phase 1 ESAs, including SEDs and ACRES updates, at an average cost of \$5,000 (est. cost of \$50,000). Task deliverables include numerous SEDs, ACRES reporting, ESA Reports, project website maintenance. Our QEP will perform the following activities: (1) preparation of a comprehensive QAPP [estimated cost of \$10,000 (\$5,000/grant)]; (2) completion of Phase 2 ESAs at one priority petroleum site and three hazardous substance sites [average cost of \$20,000 (\$80,000)]; (3) completion of supplemental Phase 2 ESAs at one petroleum and one

## Ranking Criteria for Assessment Grants – City of Eau Claire, Wisconsin

hazardous substance sites [average cost of \$20,000 (\$60,000/total)]; and (4) planning activities for one focus area at a cost of (\$12,000). Phase 2 ESA costs include site-specific sampling and analysis plans and health and safety plans. The budget (for each grant) includes City personnel costs of \$2,000 (50 hours at \$40/hr) to assist with data acquisition and report review and distribution. Task deliverables include QAPP, SAPs/HASPs, ESAs, RAPs, etc. The City's voluntary match is approximated at \$2,000 (50 hours at \$40/hr) per grant.

### Task 3 – Programmatic Costs

(\$24,000 Grant-Funded Activities + \$3,000 Voluntary Match): The budget includes \$3,000 for two City staff to attend two three-day national/regional brownfield conferences. Estimated travel costs include airfare (\$500/person/conference = \$1,000) and hotel, meal and incidental costs (\$200/person/day/conference \$2,000). In addition, \$21,000 is budgeted for contractual costs for reporting and other eligible activities to support tasks outlined above. Task deliverables include quarterly reports, ACRES updates, DBE Reports, financial reports, project closeout report. Voluntary match is estimated at \$3,000 (75 hours at 40/hr) for staff time to assist with eligible grant management and reporting activities. A majority of programmatic costs will be outsourced to an experienced consultant retained by the City.

### Task 4 – Remediation Planning (ABCA)

(\$16,500 Grant Funded Activities + \$2,500 Voluntary Match): This task includes preparing comprehensive Alternative Brownfield Cleanup Alternatives (ABCA) and Remedial Action Plans (RAPs) to address individual site contamination identified in the previous tasks. The plans will follow guidelines issued by the Wisconsin Department of Natural Resources (WDNR) under Remedy Selection and Implementation for sites within the Voluntary Partly Liability Exemption (VPLE) Program. These plans will actively incorporate projected development plans and long-term goals for the properties. Costs assigned to this task assume that 2 hazardous substances sites and one petroleum site will require preparation of these plans at a cost of approximately \$5,500 per site for an estimated cost of \$16,500. The City estimates that it will require approximately \$2,500 of "In-Kind" staff time (primarily public notification activities and staff planning time) to assist in the remedial planning process. Task deliverables include future brownfield site renderings, visioning sessions, ABCAs, and RAPs for redevelopment and reuse of brownfield sites in Eau Claire.

### Task 5 – Community Outreach

(\$16,500 Grant-Funded Activities + \$2,000 Voluntary Match): This task includes: (1) coordinating and conducting at least three meetings with stakeholders [including formation of a Brownfields Advisory Committee (BAC)]; (2) implementing meaningful public input into the grant processes; (3) preparing and publishing public notices; (4) preparing meeting materials and presentations; and (5) preparing and distributing brochures and other public information materials. The community outreach budget includes \$16,500 for the City's QEP to facilitate community outreach meetings, produce project informational materials, and assist the City with site-specific outreach. Task deliverables include a public involvement plan, project website, fact sheets, meeting informational materials and minutes. In addition, as summarized in the letters of support provided in Attachment C, community-based organizations and agency partners have pledged additional in-kind (labor) contributions to assist with research, outreach and participation on the BAC. The budget includes City personnel voluntary matching costs of \$2,000 (50 hours at \$40/hr) to assist with community outreach activities.

## ii. Budget Table

### **EPA Brownfields Assessment Grant, Riverfront Redevelopment, City of Eau Claire, WI**

	Project Tasks
--	---------------



## Ranking Criteria for Assessment Grants – City of Eau Claire, Wisconsin

Budget Categories	Inventory Planning	Environ. Site Assessments	Programmatic Costs	ABCA	Community Outreach	Total
Travel – H			\$1,500			\$1,500
Travel – P			\$1,500			\$1,500
Contractual * – H	\$17,000	\$157,000	\$8,000	\$11,000	\$5,500	\$198,500
Contractual * – P	\$13,000	\$56,000	\$13,000	\$5,500	\$11,000	\$98,500
<b>Total Budget</b>	<b>\$30,000</b>	<b>\$213,000</b>	<b>\$24,000</b>	<b>\$16,500</b>	<b>\$16,500</b>	<b>\$300,000</b>

H – Hazardous substances; P – Petroleum

\* – The Cooperative Recipient will comply with procurement procedures outlined in 40 CFR 31.36

**c. Ability to Leverage** – The City is fully committed to this project and is willing to meet any assessment and other needs of the Riverfront Revitalization projects that are not met through this grant through the use of general tax revenues, Tax Incremental Funding, and in-kind assistance from qualified staff such as the City Manager, Economic Development Administrator, City Planner, City Attorney, and Finance Director. The City will commit future staff time to identifying potential financial funding options to assist with the redevelopment of brownfield properties. This “in-kind” time will include, but is not limited to, conducting meetings with developers, state agencies, and the public. Moreover, the City is aggressively pursuing Wisconsin sponsored grants and loans to assist with financing the Riverfront Revitalization projects, including but not limited to Community Development Block Grants and Ready for Reuse Loans and Grants.

EPA funding is a key element of a comprehensive initiative already under way by the City, the private sector, and several community partners to revitalize the Chippewa and Eau Claire riverways and the downtown business district. As such, this funding will leverage millions of dollars of investment that will be made along the Riverfront Revitalization area over the next several years. The City recently secured a Site Assessment Grant from the Wisconsin Economic Development Corporation (WEDC) in the amount of \$150,000. These grant monies will be used for asbestos assessment, asbestos removal, and building demolition on the former U.S. Post Office site, a currently vacant building on a contaminated parcel within the targeted community. Additionally, the Eau Claire Redevelopment Authority (RDA) put \$400,000 in their 2014 budget and \$350,000 in their 2015 budget for redevelopment district improvements. The City has been using RDA funds to purchase properties and demolish existing blighted buildings. After 2015, the annual RDA budget will be \$200,000/year. Proof of leveraged funds is included as Attachment C.

A large redevelopment project has also already begun at the junction of the Chippewa and Eau Claire Rivers and has been branded the “Confluence Project.” Redevelopment plans for this site include a community arts center and a mixed-use development consisting of a retail/commercial space, parking, and an apartment complex. This project has widespread support from community organizations and has leveraged over \$5 million in commitments and gifts. In addition, the City has committed \$5 million in TIF funds and Eau Claire County has pledged \$3.5 million toward the community arts center construction. This project will be a spring board for new private investment, riverfront enhancements, and increased tourism.

Leveraging was secured for the redevelopment of the MSC. The current property owners committed to transfer ownership of their 21-acre site to Blugold Real Estate Foundation, Inc. The multi-million-dollar property transfer was complete in late 2014, and UW-Eau Claire is moving forward with developing the site into a multipurpose event center.

### 3. Community Engagement and Partnerships

#### a. Engaging the Community

i. Community Involvement Plan – We intend to reach out to local businesses that support opportunities for water sports on the Chippewa River and its associate oxbow lakes and creeks to help us improve quality of life, attract visitors, and enhance the image of Eau Claire as a city rich in water resources. We already know that such businesses would serve not only local residents but also those from out of town who might also use our local restaurants, motels, and shops, particularly downtown. Some of the recommendations of our 2012 Waterways Plan were accomplished by us working on our own, but others require coordination and cooperation between the City and other public or private partners. These include UW-Eau Claire, the Wisconsin Department of Natural Resources, the U.S. Army Corps of Engineers, Xcel Energy, YMCA, and Mayo Clinic Health System. Tools the City may use to carry out this plan include reviewing land development applications, receiving donations of land, administering the zoning ordinance, and applying design guidelines of the plan. The City will extend trails and build new parks, acquire land for park and trail expansion, and market the community for great trails and parks through its economic development efforts.

Community involvement was one of the fundamental concepts of Eau Claire's 2005-2025 Comprehensive Plan. Public participation in the community planning effort included neighborhood meetings, stakeholder interviews, and the creation of Citizens Advisory Committee, as well as information dissemination and/or collection through the City newsletter, television coverage, website updates, a mobile display, online survey, and summary posters. Upon award, the City will create a Brownfields Advisory Committee to serve as the public outreach forum for the brownfields project. Following site inventory, the prioritization process will engage the community in dialogue and collaboration through notices in the local newspaper, the City website, social media channels, and at public informational meetings.

ii. Communicating Progress – Our community will be updated continually through website updates and utilization of the existing City and neighborhood newsletters. Also, visuals and renderings of potential redevelopment sites will help to draw interest in the project sites while also providing a tangible output resulting from the project development. City staff are also actively involved in the local community and will be presenting progress reports regarding the project to local service clubs, including Rotary, Kiwanis, and other similar organizations. The dominant language in the study area is English and is the language used by local newspapers to print legal announcements. If requested, the City will utilize computer-generated language translations of the public notices and/or collaborate with bilingual residents to serve as translators in order to facilitate and maintain effective lines of communication with resident minority populations.

**b. Partnerships with Government Agencies**

i. Local/State/Tribal Environmental Authority – The City recognizes the need for involvement of multiple authorities and local offices and realizes the importance of developing intergovernmental agreements. A strong relationship between the City and the Wisconsin Department of Natural Resources (WDNR) was created during previous environmental assessment and remediation activities of the 15-acre North Barstow Redevelopment project. This site was once occupied by a manufactured gas plant and foundry/sawmill; now it consists of a public park, credit union, multi-use park pavilion, amphitheater, and hiking/biking trail. The assessment, remediation, and redevelopment of the North Barstow site were funded by more than \$2.1 million in state and federal grant funds. The City has received a letter of support from the WDNR, which is included as an attachment to this grant application. The WDNR will provide guidance and oversight of the assessment and redevelopment process and play an important role in reviewing ABCAs prior to site remediation. The WDNR staff will also review all petroleum site eligibility determinations.

We are also working closely with the Eau Claire City-County Health Department, which understands the health risks associated with these brownfield sites and has already completed invaluable initial research. If

our grant pursuit is funded, the health department will provide health expertise on social determinants of health, environmental justice, and health equity – as well as offering a critical community connection.

ii. Other Governmental Partnerships – Relationships between the City and other government and local agencies were also developed during the creation of the Comprehensive and Waterways Plans. These agencies have been involved with the City in the past and currently on community projects, and planning and will likely be involved during implementation of an assessment grant. They include the Eau Claire Economic Development Corporation, Chippewa-Eau Claire Metropolitan Planning Organization, U.S. Army Corps of Engineers, Wisconsin Department of Transportation, and Eau Claire and Chippewa counties. As noted on Page 7 of our 2012 Waterways Plan, we've embraced a public and agency engagement process. Key actions in that regard included meeting with representatives of the Wisconsin Department of Natural Resources and the U.S. Army Corps of Engineers to understand their plans, regulations, and resources and to review plan ideas. We've also met with the Plan Commission, the Waterways & Parks Commission, City staff members, major landowners and businesses, and representatives from economic development organizations. We anticipate other state agencies will play a role in the brownfield redevelopment process if/when we advance to the site remediation stage.

### **c. Partnerships with Community Organizations**

#### i. Community Organization Description & Role

Community-based organizations have been instrumental in creating a vision for the redevelopment of Eau Claire's river corridors. The Confluence Project has garnered support from the Eau Claire Community Foundation, Eau Claire Regional Arts Council, Downtown Eau Claire Inc., and the Eau Claire Area Chamber of Commerce, among others, and redevelopment of the MSC has strong support from UW-Eau Claire and the Eau Claire YMCA. The City has and will continue to meet with a variety of community organizations in order to solicit input and keep the community informed about the Riverfront Revitalization projects. The following community organizations have provided letters of support and will be deeply involved in the implementation of this grant:

- Eau Claire City-County Health Department, which will provide staff to sit on our Brownfield Advisory Committee; review/comment on remedial actions, priorities, and ABCAs; and consult with us on health advisories and other matters.
- Eau Claire Healthy Communities, which pledges to share their knowledge and relationships to help champion our project.
- Clear Vision Eau Claire, which has offered to share their knowledge, relationships, and process and help us connect with local organizations and community members.
- Mayo Clinic Health System, which has offered to provide a representative from its organization to serve on our proposed Brownfields Advisory Committee.
- UW-Eau Claire Foundation, which has offered us their existing relationships, knowledge of community needs and priorities, and outreach networks to encourage community participation.
- Advisory Commission on Sustainability, which has offered to review assessment documents and make recommendations if the City receives funding.
- Historic Randall Park Neighborhood Association, which is willing to host a meeting, send emails with project information to neighbors, and help recruit student volunteers.
- Downtown Eau Claire, Inc., which will help us relay information to its members and the greater community via its electronic newsletter, Facebook page, website, and other avenues.
- Chippewa Valley Transit Alliance, whose treasurer has volunteered to serve on our proposed Brownfield Advisory Committee to help guide program development and implementation.

ii. Letters of Commitment – Letters of support in Attachment D in this proposal.

**d. Partnerships with Workforce Development Programs** – We will partner with the Eau Claire Chamber's Business and Workforce Development Committee who support Chamber members and organizations by promoting opportunities, programs, and partnerships that foster business development. Their program was created to highlight mature workers in the Chippewa Valley. We found many seniors are interested in maintaining a link to the working world through part time employment or volunteer service. We know that today there are students in our classrooms preparing to enter the business world, and tomorrow they will be the next generation of professionals –seeking jobs in our Riverfront Revitalization area.

The initiation of redevelopment following completion of assessment and remediation of Riverfront Revitalization brownfield sites would bring jobs to the City of Eau Claire, and provide an influx of local dollars in the form of demands for materials, food service, short term housing for workers, and the potential for increased dollars spent on recreational activities offered in the area. A study of the economic development and job growth resulting from construction projects in Wisconsin was completed in January 2011 by C3 Statistical Solutions, Inc. The study, *The Impact of Construction on the Wisconsin Economy*, developed job growth and economic multipliers for construction projects. The study suggested that each \$10 million in spending on new nonresidential construction projects in the State of Wisconsin creates 170 jobs, including 91 project-specific construction jobs, 24 service sector jobs, and 55 jobs resulting from subsequent spending associated with the induced effects of the project. Based upon the study, it is estimated a site cleanup cost of approximately \$2,000,000 could result in the creation of 34 jobs and contribute \$3,840,000 to the local, regional, and national economy. Similarly, assuming the value of the new events center is \$60,000,000, construction could result in the creation of 1,020 jobs and contribute \$115,200,000 to the local, regional, and national economy. Although the facility will be publicly owned and not pay property taxes, user fees for water, sewer, police and fire protection will be paid to the City of Eau Claire. In addition, employees will pay income taxes and contribute to the local economy.

#### 4. Project Benefits

**a. Welfare, Environmental, and Public Health Benefits** – The area we are targeting with this grant has a disproportionately high percentage of vulnerable residents. The incomes of our residents living along the river are about 30% less than the city-wide average. While we're concerned about the health of our entire population, we feel particularly compelled to advocate even harder for our sensitive populations – those struggling to afford rent or healthy food and who we know have the least ability to fund assessments on their own and/or defend themselves against poverty-related issues. An assessment grant will assist Eau Claire in promoting a vibrant, equitable, and healthy community through the redevelopment of downtown/riverfront brownfields that will eliminate blight and increase the quality of life for residents; promote walkable community and riverfront area by redeveloping property; create new opportunities for sustainable developments; and enhance the environmental quality, health, and safety in the community. The emphasis on community engagement that will accompany implementation of this grant will increase community awareness of potential public health and environmental contamination issues associated with the brownfield sites. Community engagement will also facilitate the eventual redevelopment of these sites, as residents will become aware of the many benefits associated with reusing brownfield sites as opposed to expanding development to greenfield sites.

Additionally, the improved safety and walkability that will result from the redevelopment of brownfields in the Riverfront Revitalization area will greatly benefit the impoverished residents that live in these areas. The blighted properties prevent residents from enjoying the natural amenities of the Chippewa River, especially those who live near our target area. The vacant and blighted commercial and industrial properties and the

abandoned railroad prevent residents in these neighborhoods from accessing community amenities, even though the downtown area is only blocks away. Walking and biking trails are proposed as part of the redevelopment plan for this area and would connect the neighborhood to the City-wide trail system. The redevelopment will not only allow these residents greater access to community amenities but also create jobs within walking distance, potentially reducing transportation costs for many low-income residents.

**b. Economic and Community Benefits** – A key goal of our Riverfront Revitalization project is to create additional business opportunities and increased housing options in our target area. This grant can help us achieve that. Redeveloping the blighted and abandoned properties that currently consume our target area would raise the property values of neighboring properties. In turn, our county and state governments would benefit from increased sales taxes stemming from increased housing and higher commercial density. Once the environmental concerns here have been fully understood and remediated, the now-brownfields will transform into prime private sector development prospects. **We've achieved this once before, having turned our North Barstow Street area from the worst part of town to the best by adding mixed-use, multi-story buildings, increasing housing opportunities, and using the riverfront to create a focal point for people and programming.** The tax base jumped from \$10 million to \$100,000 in that district. We see the same potential in the Riverfront Redevelopment area. Capitalizing on the plentiful investment opportunities before us in our riverfront corridors will not only bring economic benefits to our community but also preserve the riverfront's natural beauty – giving our business community and residents alike something to take pride in.

## **5. Programmatic Capability and Past Performance**

**a. Audit Findings** –The City has not had any adverse audits, and no problems with grant administration.

**b. Programmatic Capability** – Eau Claire's EPA grant manager will be Mike Schatz, the City's Economic Development Director and Executive Director of the Redevelopment Authority (RDA). Mr. Schatz has been with the City's economic development department for more than 30 years and played a large part in the successful North Barstow Redevelopment project, which received \$1,703,500 in grant money for assessment, remediation, and redevelopment of a portion of the Riverfront Revitalization area. Mr. Schatz will work in collaboration with Jay Winzenz, the City's Finance Director, and Josh Solinger, the City's Budget Analyst. The City's finance department will assist with financial reporting.

The City understands that additional technical expertise and resources will be needed to effectively complete the brownfield assessment project. The City will follow federal guidelines to retain a QEP to assist in managing the activities funded by the assessment grant through a qualifications-based bid process. This will include evaluating (1) the number of EPA grants the QEP **have helped manage**; (2) the consultants' understanding of the Assessment Grant process and Quality Assurance Project Plans (QAPPs), and (3) the QEP's understanding and ability to help with community outreach and education. The QEP will be evaluated on their experience with Wisconsin environmental laws, regulations, and EPA requirements and policies; environmental due diligence; transactions of environmentally impaired property; environmental site assessments (ESAs); brownfield redevelopment and financing; and community outreach activities.

**c. Measuring Environmental Results: Anticipated Outputs/Outcomes** – To ensure that our Riverfront Revitalization project meets the desired outcomes, we will document, track, and evaluate measures such as how many sites are assessed; the number of brownfield sites that change ownership; acres redeveloped and square footage of buildings positioned for adaptive reuse; acres of green space created; length of walking/bike trails created; private investment dollars leveraged; jobs created; and increased property and sales tax revenue generated. Progress will be reported to the EPA via quarterly progress reports and ACRES database updates to maintain the work plan and cooperative agreement schedule.

**d. Past Performance and Accomplishments**

**ii. Has Not Received an EPA Brownfields Grant but has Received Other Federal or Non-Federal Assistance Agreements**

**1. Purpose and Accomplishments** – Although the City of Eau Claire has never received an EPA Brownfields Grant, we've successfully administered grant funding from other federal and non-federal agencies:

- ✓ *Invest Health Grant, Robert Wood Johnson Foundation and Reinvestment Fund: \$60,000 grant – an ongoing effort – to address poverty and improve long-term health. Eau Claire is the only city in Wisconsin to receive this grant and one of only 50 nationwide. Funding is earmarked to develop a five-member team to address health disparities for future development projects.*
- ✓ *Health Impact Assessment Grant, Medical College of Wisconsin: \$250,000 award to fund a two-year project to transform Eau Claire and design a healthier community, including policy and practice changes to incorporate health impact and health outcomes for community planning of the built environment.*
- ✓ *State Strategic Blight Elimination Program, Wisconsin Housing and Economic Development Authority (WHEDA) and Wisconsin Department of Financial Institutions: \$18,950.*
- ✓ *Brownfield Grant, Wisconsin Department of Commerce: \$150,000.*
- ✓ *U.S. Housing and Urban Development: \$223,500.*
- ✓ *Phoenix Park Brownfield Redevelopment: More than \$2.1 million in state and federal funding.*

**2. Compliance with Grant Requirements**

- ✓ *State Strategic Blight Elimination Program, WHEDA: This grant was disbursed in August 2012 and provided \$18,950 for the demolition of a blighted building within the WBRD. The demolition project was completed within the expected timeframe, and all financial reporting was submitted in a timely manner.*
- ✓ *Brownfield Grant, Wisconsin Department of Commerce: This grant provided \$150,000 toward remediation of brownfields within the Riverfront Revitalization area. Grant funds were used for demolition, remediation, assessment, and redevelopment of the former U.S. Postal Office facility. The grant was awarded in fall 2014 and closed out in December 2014. The City completed all project milestones and reporting requirements within the required timeframe.*
- ✓ *U.S. Housing and Urban Development: This grant provided \$223,500 to help construct the Farmer's Market Pavilion within the Chippewa Corridor and spur redevelopment of the surrounding area. The grant was awarded in February 2003 and closed out in February 2008. The City completed all project milestones and reporting requirements within the required timeframe.*
- ✓ *Various State Agencies for Phoenix Park Brownfield Redevelopment: The City of Eau Claire joined forces with the DNR's Remediation and Redevelopment (RR) Program to cleanup this site. More than 7,600 cubic yards of lead contaminated soil was excavated and treated. Today the four-story Royal Credit Union office building now stands on the property, parallel to the Eau Claire and Chippewa rivers, and three businesses there employ 265 people. More than \$2.1 million in state and federal funding was provided to the City to facilitate redevelopment, including: a \$100,000 WDNR Brownfields Site Assessment Grant (SAG) for investigation and demolition of the former Xcel Energy buildings; \$200,000 from the state environmental fund to help the city with the Phoenix Steel cleanup; a \$750,000 Wisconsin Department of Commerce brownfields grant for acquisition, investigation, demolition and redevelopment of the former manufactured gas plant site; \$625,800 in WDNR Stewardship grants to facilitate the purchase of the park property, and a \$5,000 DNR Green Space and Public Facilities Grant for environmental cleanup of the Farmers' Market Pavilion area; \$242,185 from the WDNR's Urban Rivers Program for trail development; and a \$223,500 U.S. Housing and Urban Development (HUD) grant to help with the construction of the Farmers' Market Pavilion. The City completed all project milestones and reporting requirements within the required timeframe.*

**Attachment A**  
**Regional Priorities and**  
**Other Factors Checklist**



### Appendix 3

#### Regional Priorities Form/Other Factors Checklist

---

Name of Applicant: City of Eau Claire, WI (Chippewa Riverfront Revitalization Initiative)

---

Regional Priority Title(s): Region 5: **Coordinated Public Funding for Brownfields:** *This regional priority includes proposed projects that complement other efforts receiving federal, state or local funding or assistance. EPA Region 5 is particularly interested in projects that supplement publicly funded site characterization and remediation projects in Great Lakes Areas of Concern, projects that serve areas where there are already coordinated federal agency partnerships investing in brownfields, or similar sources of public funding that can be leveraged for brownfields purposes, or where funding has been received and the EPA grant would "fill the gaps" to establish a comprehensive approach to Brownfields site characterization, assessment, cleanup and redevelopment.* **Page Number(s): 6-8,13,15** These pages need correcting before sending as the grant is not final and the page numbers are off.

Eau Claire started the remediation and redevelopment process in the Riverfront Revitalization area in earnest over a dozen years ago when the City received more than \$2.1 million in state and federal funding for our North Barstow Redevelopment project. This project successfully remediated and redeveloped a 15-acre section of the Riverfront Revitalization area. However, contamination in this area is widespread, and large areas are still in need of assessment, remediation, and redevelopment. The City has already committed hundreds of thousands of dollars for property acquisition and building demolitions, in addition to millions in TIF funding pledged toward a redevelopment project, but additional funds are needed to complete the necessary environmental assessment activities. Moreover, The Eau Claire City-County Health Department obtained two grants – a \$60,000 Invest Health grant from the Robert Wood Johnson Foundation and Reinvestment Fund and a \$250,000 Health Impact Assessment grant from the Medical College of Wisconsin – aimed at looking at the health impacts of the planned redevelopment efforts. The Eau Claire Comprehensive Plan's health chapter recommended a health impact assessment. The grant funding makes that recommendation a reality. The health department is collaborating with a team of community members and leaders to creatively look at how various options would impact health outcomes – for both better and worse – when planning development projects.

A former manufactured gas plant and foundry/sawmill, the new Phoenix Park in downtown Eau Claire includes a credit union, multi-use Park Pavilion, amphitheater and hiking/biking trail. This Eau Claire brownfield consisted of many properties, all scattered along the confluence of the Chippewa and Eau Claire rivers. In 1875, the Phoenix Manufacturing Company built an iron foundry and machine shop, producing sawmill and gristmill machinery and other products, on a five-acre site along the Chippewa River near the confluence. In the 1920's, another company purchased the facility and continued manufacturing machinery until 1951, when the Phoenix Steel Company bought the property for salvaging metal, including lead batteries. In 1971, the site was abandoned, leaving contamination from nearly 100 years of industrial operations. Nearby on the Eau Claire riverside, another section of waterfront property was used for railroads and sewer pipe manufacturing. In 1901, a manufactured gas plant was operated by the Eau Claire Gas & Light Company until 1923 when Northern States Power (now Xcel Energy) took it over. With the exception of an office building operated by NSP, the site had otherwise become abandoned by 1963, requiring significant cleanup. The city of Eau Claire took ownership of the tax delinquent Phoenix Steel portion of the brownfield area in 1981. Site investigations revealed lead contamination at levels well above acceptable state standards. In 1994, the city The Eau Claire downtown in 1935. The North Barstow Redevelopment is located at center, where the Eau Claire and Chippewa rivers meet. The City of Eau Claire joined forces with the DNR's Remediation and Redevelopment (RR) Program to cleanup the site. More than 7,600 cubic yards of lead contaminated soil was excavated and treated. The treated soil was placed on-site and covered with 20 inches of clay and four inches of topsoil, then seeded. Meanwhile, on the southern end of the brownfield,

NSP completed environmental site assessments in 1985. The company discovered soil and groundwater contamination, including coal tars, cyanide and polycyclic aromatic hydrocarbons (PAH's). In 2002, the company began cleanup activities, including the removal of more than 12,000 tons of contaminated soil.

Today the four-story Royal Credit Union office building now stands on the property, parallel to the Eau Claire and Chippewa rivers, and three businesses there employ 265 people. An 11,200 square-foot park pavilion hosts the Eau Claire Farmers' Market, and the Chippewa Valley Bike Trail extends along both riverbanks. East of the pavilion, \$9 million has been designated for condominium and business construction. In addition to the \$1 million Xcel Energy spent on cleanup, more than \$2.1 million in state and federal funding was provided to the city to facilitate redevelopment, including: a \$100,000 WDNR Brownfields Site Assessment Grant (SAG) for investigation and demolition of the former Xcel Energy buildings; \$200,000 from the state environmental fund to help the city with the Phoenix Steel cleanup; a \$750,000 Wisconsin Department of Commerce brownfields grant for acquisition, investigation, demolition and redevelopment of the former manufactured gas plant site; \$625,800 in WDNR Stewardship grants to facilitate the purchase of the park property, and a \$5,000 DNR Green Space and Public Facilities Grant for environmental cleanup of the Farmers' Market Pavilion area; \$242,185 from the WDNR's Urban Rivers Program for trail development; and a \$223,500 U.S. Housing and Urban Development (HUD) grant to help with the construction of the Farmers' Market Pavilion. In addition, in 2002 the city and Royal Credit Union received DNR liability clarification letters that summarized potential environmental risks at the site, and in 2005 the Credit Union also received a DNR Voluntary Party Liability Exemption (VPLE) clarification letter. Along with a VPLE Certificate of Completion, the package limits liability on past contamination for current and future property owners.

Lastly, EPA funding is a key element of a comprehensive initiative already under way by the City, the private sector, and several community partners to revitalize the Chippewa and Eau Claire riverways and the downtown business district. As such, this funding will leverage millions of dollars of investment that will be made along the Riverfront Revitalization area over the next several years. The City recently secured a Site Assessment Grant from the Wisconsin Economic Development Corporation (WEDC) in the amount of \$150,000. These grant monies will be used for asbestos assessment, asbestos removal, and building demolition on the former U.S. Post Office site, a currently vacant building on a contaminated parcel within the targeted community. Additionally, the Eau Claire Redevelopment Authority (RDA) has \$400,000 in their 2014 budget and \$350,000 in their 2015 budget for redevelopment district improvements. The City has been using RDA funds to purchase properties and demolish existing blighted buildings. After 2015, the annual RDA budget will likely be \$200,000 per year.

---

### Assessment Other Factors Checklist

Please identify (with an **x**) which, if any of the below items apply to your community or your project as described in your proposal. To be considered for an Other Factor, you must include the page number where each applicable factor is discussed in your proposal. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal or in any other attachments, it will not be considered during the selection process.

Other Factor	Page #
<i>None of the Other Factors are applicable.</i>	
Community population is 10,000 or less.	
Applicant is, or will assist, a federally recognized Indian tribe or United States territory.	
Targeted brownfield sites are impacted by mine-scarred land.	

Project is primarily focusing on Phase II assessments.	
Applicant demonstrates firm leveraging commitments for facilitating brownfield project completion by identifying amounts and contributors of funding in the proposal and have included documentation.	10
Recent (2008 or later) significant economic disruption has occurred within community, resulting in a significant percentage loss of community jobs and tax base.	5
Applicant is one of the 24 recipients, or a core partner/implementation strategy party, of a "manufacturing community" designation provided by the Economic Development Administration (EDA) under the Investing in Manufacturing Communities Partnership (IMCP). To be considered, <b>applicants must clearly demonstrate in the proposal the nexus between their IMCP designation and the Brownfield activities. Additionally, applicants must attach documentation</b> which demonstrate either designation as one of the 24 recipients, or relevant pages from a recipient's IMCP proposal which lists/describes the core partners and implementation strategy parties.	
Applicant is a recipient or a core partner of HUD-DOT-EPA Partnership for Sustainable Communities (PSC) grant funding or technical assistance that is directly tied to the proposed Brownfields project, and can demonstrate that funding from a PSC grant/technical assistance has or will benefit the project area. Examples of PSC grant or technical assistance include a HUD Regional Planning or Challenge grant, DOT Transportation Investment Generating Economic Recovery (TIGER), or EPA Smart Growth Implementation or Building Blocks Assistance, etc. To be considered, <b>applicant must attach documentation.</b>	
Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant.	

**Attachment B**  
**Letter from State Authority**



December 1, 2016

Mike Schatz  
Economic Development Director  
203 S. Farwell Street  
Eau Claire, WI 54701

**Subject: State Acknowledgement Letter for the City of Eau Claire's grant application for a U.S. EPA \$300,000 Community-Wide Hazardous Materials and Petroleum Assessment Grant**

Dear Mr. Schatz:

The Wisconsin Department of Natural Resources (DNR) acknowledges the application of the City of Eau Claire for U.S. Environmental Protection Agency Brownfield Grant funds identified above.

The Wisconsin DNR is fully committed to a collaborative partnership with the City of Eau Claire, and will support your brownfield assessment and remediation efforts in many ways, including:

- The Wisconsin DNR can identify key state and federal contacts for your specific project and coordinate Green Team meetings with these individuals, in your community, to answer questions and discuss local plans, options and best practices.
- The Wisconsin DNR can assist you in identifying and obtaining additional financial assistance from state-managed grant and loan programs.

Obtaining EPA funding for this grant application is consistent with community needs, vital to the local economy and will help bring needed improvements to the quality of life for residents. Federal funding will also help initiate cleanup activities, create jobs and leverage local investments in brownfield redevelopment.

Sincerely,

Darsi Foss, Director  
Bureau for Remediation and Redevelopment  
Wisconsin Department of Natural Resources

Copy: Gina Keenan – DNR SCR

**Attachment C**  
**Leveraging Documentation**



8 0 1 2 6 0 1

Tx:4009957

STATE BAR OF WISCONSIN FORM 1 - 2003

Document Number

## WARRANTY DEED

THIS DEED, made between CHARLES GABLE and DALE J. OMTVEDT GABLE ("Grantor," whether one or more),

and REDEVELOPMENT AUTHORITY OF THE CITY OF EAU CLAIRE ("Grantee", whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in EAU CLAIRE County, State of Wisconsin (the "Property"):

SEE ATTACHED EXHIBIT A

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and agreements entered into under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in 2012.

Dated this 25 day of April, 2012.

4/25/12 [Signature]

\* CHARLES GABLE

[Signature] DALE J. OMTVEDT GABLE

\*

## AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_\_

\*

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by § 706.06, Wis. Stat.)

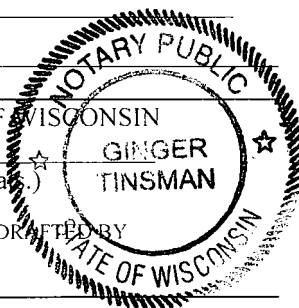
THIS INSTRUMENT WAS DRAFTED BY

Michael J. Vinopal

Attorney at Law

(Signatures may be authenticated or acknowledged. Both are not necessary.)

\*Names of persons signing in any capacity must be typed or printed below their signature



## ACKNOWLEDGMENT

STATE OF WISCONSIN )  
EAU CLAIRE COUNTY, ) ss.

Personally came before me this 25th day of April, 2012 the above named CHARLES GABLE and DALE J. OMTVEDT GABLE to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

[Signature] Ginger Tinsman

Notary Public, State of Wisconsin

My commission is permanent. (If not, state expiration date: 9/22/2013)



## **EXHIBIT A**

### **PARCEL A:**

That part of Outlot 3 of Pioneers Lumber Company's Addition (also known as Pioneer Lumber Company and R.F. Wilson's Addition) to the Village (now City) of Eau Claire, Eau Claire County, Wisconsin, described as follows:

Beginning at a point of the West line of said Outlot 3 distant 305 feet North, measured along said West line, from the Southwest corner of said Outlot 3; thence Easterly at right angles to the last described line, a distance of 395 feet, more or less, to the Westerly bank of the Chippewa River; thence Northerly along said Westerly bank of the Chippewa River, a distance of 462 feet, more or less, to the North line of said Outlot 3; thence Westerly, along said North line of Outlot 3, a distance of 88 feet, more or less, to a point distant 9.5 feet Easterly, measured at right angles from the center line of Chicago, Saint Paul, Minneapolis and Omaha Railway Company's Spur Track I.C. C. No. 47, as said Spur Track I.C.C. No. 47 as now located and established; thence Southwesterly parallel with said centerline of Spur Track, I.C.C. No. 47 a distance of 419 feet, more or less, to said West line of Outlot 3; thence Southerly along said Westerly line of Outlot 3, a distance of 90 feet, more or less, to the point of beginning;

### **PARCEL B:**

An easement for ingress and egress over the following described property:

Beginning at a point on the aforesaid South line of Outlot 3, distant 145 feet Easterly, measured along said South line of Outlot 3 from said Southwest corner of Outlot 3; thence Northerly parallel with said Westerly line of Outlot 3, a distance of 305 feet; thence Easterly at right angles to the last described line a distance of 25 feet; thence Southerly parallel with said Westerly line of Outlot 3, a distance of 305 feet, more or less, to said Southerly line of Outlot 3; thence Westerly along said Southerly line of Outlot 3, a distance of 25 feet, more or less to the point of beginning.



8 0 1 4 0 7 6  
Tx:4011051

STATE BAR OF WISCONSIN FORM 7- 2000  
TRUSTEE'S DEED

Document Number

JERRY M. EVANS and KATHLEEN J. EVANS, as Trustees of the  
JERRY AND KATHLEEN EVANS REVOCABLE LIVING TRUST  
DATED MARCH 1, 2010 for a valuable consideration conveys without  
warranty to

REDEVELOPMENT AUTHORITY OF THE CITY OF EAU  
CLAIRE, Grantee,

the following described real estate in EAU CLAIRE County, State of  
WISCONSIN:

SEE ATTACHED EXHIBIT A

1065130

MARY L KAISER  
EAU CLAIRE COUNTY, WI  
REGISTER OF DEEDS

RECORDED ON  
05/17/2012 09:26 AM

REC FEE: 30.00  
TRANSFER FEE: 531.00  
EXEMPT #  
PAGES: 2

Recording Area

Name and Return Address:

REDEVELOPMENT AUTHORITY OF THE  
CITY OF EAU CLAIRE  
PO BOX 5148  
EAU CLAIRE, WI 54702-

09-0382-B

Parcel Identification Number (PIN)

Dated this 16 day of MAY, 2012.

*[Signature of Jerry M. Evans]*

\* JERRY M. EVANS

Trustee

*[Signature of Kathleen J. Evans]*

\* KATHLEEN J. EVANS

Trustee

AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\*

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by § 706.06, Wis. Stats.)

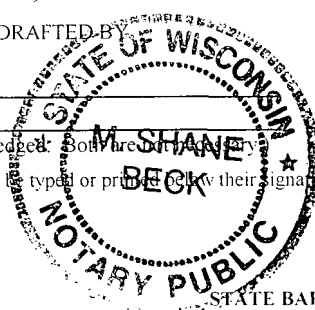
THIS INSTRUMENT WAS DRAFTED BY

Michael J. Vinopal

Attorney at Law

(Signatures may be authenticated or acknowledged: Both here or later.)

\*Names of persons signing in any capacity must be typed or printed below their signature



ACKNOWLEDGMENT

STATE OF WISCONSIN )  
EAU CLAIRE COUNTY. ) ss.

Personally came before me this 16 day of  
MAY, 2012 the above  
named JERRY M. EVANS and KATHLEEN J. EVANS to  
me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same.

*[Signature of M. Shane Beck]*

\* M. SHANE BECK

Notary Public EAU CLAIRE, State of Wisconsin

My commission is permanent. (If not, state expiration date:

2/2/14)

## EXHIBIT A

That part of Outlot 3 of Pioneer Lumber Company's Addition (also known as Pioneer Lumber Company and R.F. Wilson's Addition) to the Village (now City) of Eau Claire, together with that part of vacated Maple Street, bounded and described as follows:

Commencing at the Southwest corner of said Outlot 3; thence East along the South line of said Outlot 3, a distance of 310.93 feet, more or less, to the center line of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company Spur Track I.C.C. No. 49, as now located and established, for the point of beginning; thence North along the center line of said spur track, forming an angle of  $90^{\circ}18'$  measured clockwise from the last described line, a distance of 204.36 feet; thence East along a line at right angles from the last described line, a distance of 100 feet, more or less, to the Westerly bank of the Chippewa River; thence Southerly along the Westerly bank of said river to the center line of vacated Maple Street; thence West along the center line of said vacated street a distance of 50 feet, more or less, to the East line of Oxford Avenue, extended North; thence North along the East line of said street, extended to the South line of said Outlot; thence West along the South line of said Outlot a distance of 60 feet, more or less, to the point of beginning.



8 0 9 1 6 3 3

Tx:4061645

1111926

KATHRYN A. CHRISTENSON  
EAU CLAIRE COUNTY, WI  
REGISTER OF DEEDSRECORDED ON  
03/20/2015 2:22 PMREC FEE: 30.00  
TRANSFER FEE: 18.00  
EXEMPT #  
PAGES: 1

Document Number

STATE BAR OF WISCONSIN FORM 1-2003  
WARRANTY DEED

THIS DEED, made between **JOSEPH S. KNICKERBOCKER** and **MARY D. KNICKERBOCKER**, as joint tenants ("Grantor", whether one or more) and **REDEVELOPMENT AUTHORITY OF THE CITY OF EAU CLAIRE, WISCONSIN** ("Grantee", whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in **EAU CLAIRE** County, State of Wisconsin (the "Property"):

**Lots 4 and 5, Block 3, Whipple and Bellinger's Addition, City of Eau Claire, Eau Claire County, Wisconsin.**

Recording Area

Name and Return Address:

REDEVELOPMENT AUTHORITY OF THE CITY  
OF EAU CLAIRE, WISCONSIN

PO Box 5148

Eau Claire WI 54702

221-09-0022-000

Parcel Identification Number (PIN)

This is **not** homestead property.

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except **municipal and zoning ordinances and agreements entered into under them, recorded easements for the distribution of utility and municipal services, recorded building and use restriction and covenants, general taxes levied in 2015.**

Dated this 20<sup>th</sup> day of MARCH, 2015.

JOSEPH S. KNICKERBOCKER

MARY D. KNICKERBOCKER

## AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_\_ day of \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
Authorized by § 706.06, Wis. Stats.)

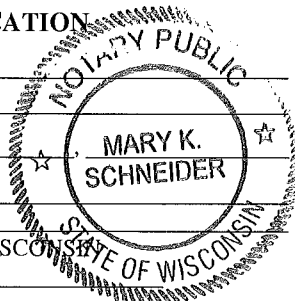
THIS INSTRUMENT WAS DRAFTED BY

Sara R. Vinopal

Attorney at Law

(Signatures may be authenticated or acknowledged. Both are not necessary.)

\*Names of persons signing in any capacity should be typed or printed below their signatures.



## ACKNOWLEDGMENT

STATE OF WISCONSIN )  
EAU CLAIRE COUNTY ) ss.

Personally came before me this 20<sup>th</sup> day of MARCH, 2015 the above named **JOSEPH S. KNICKERBOCKER** and **MARY D. KNICKERBOCKER** to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

  
Mary K. Schneider  
Notary Public, State of Wisconsin

My Commission is permanent (If not, state expiration date:

11.29.2015)



8 0 9 1 6 3 2  
Tx:4061644

1111925

KATHRYN A. CHRISTENSON  
EAU CLAIRE COUNTY, WI  
REGISTER OF DEEDS

RECORDED ON  
03/20/2015 2:19 PM

REC FEE: 30.00  
TRANSFER FEE: 12.00  
EXEMPT #  
PAGES: 1

Document Number

STATE BAR OF WISCONSIN FORM 1-2003  
WARRANTY DEED

**THIS DEED**, made between **MARY D. KNICKERBOCKER** ("Grantor", whether one or more)  
and **REDEVELOPMENT AUTHORITY OF THE CITY OF EAU CLAIRE, WISCONSIN** ("Grantee", whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in **EAU CLAIRE** County, State of Wisconsin (the "Property"):

**Lot 6, Block 3, Whipple and Bellinger's Addition, City of Eau Claire, Eau Claire County, Wisconsin.**

Recording Area

Name and Return Address:  
**REDEVELOPMENT AUTHORITY OF THE CITY OF EAU CLAIRE, WISCONSIN**

PO Box 5148

Eau Claire WI 54702

221-09-0023-000

Parcel Identification Number (PIN)

Together with all appurtenant rights, title and interests.

This is **not** homestead property.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except **municipal and zoning ordinances and agreements entered into under them, recorded easements for the distribution of utility and municipal services, recorded building and use restriction and covenants, general taxes levied in 2015.**

Dated this 20<sup>th</sup> day of MARCH, 2015.

Mary D. Knickerbocker  
MARY D. KNICKERBOCKER

AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_\_ day of \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_)

Authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Sara R. Vinopal

Attorney at Law

(Signatures may be authenticated or acknowledged. Both are not necessary.)

\*Names of persons signing in any capacity should be typed or printed below their signatures.

ACKNOWLEDGMENT

STATE OF WISCONSIN )

EAU CLAIRE COUNTY ) ss.

Personally came before me this 20<sup>th</sup> day of MARCH, 2015 the above named **MARY D. KNICKERBOCKER** to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Mary K. Schneider

Notary Public, State of Wisconsin

My Commission is permanent (If not, state expiration date:

11.29.2015)

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between **Jerry and Kathleen Evans Revocable Living Trust Dated March 1, 2010**, (“Seller”), and the **Redevelopment Authority of the City of Eau Claire, Wisconsin**, a public body corporate and politic organized and existing under the laws of the State of Wisconsin, (herein, together with its successors and assigns, referred to as “RDA”), collectively referred to herein as the “Parties”.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other as follows:

- 1. Property.** The Seller does hereby agree to voluntarily sell and convey to the RDA for good and sufficient consideration the certain real property with the buildings and improvements thereon known as 38 Maple Street, parcel no. 09-0382E, situated in the City of Eau Claire, Eau Claire County, State of Wisconsin, and otherwise identified on **Exhibit A** attached hereto (hereinafter referred to as the “Property”). All fixtures are included in the purchase, and shall be delivered free and clear of encumbrances. Items not included: personal property.
- 2. Purchase Price.** The RDA hereby agrees to purchase and pay to the Seller, as consideration for the conveyance to the RDA, the sum of  
**ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000)**  
to be paid at closing.
- 3. Current Leases.** Seller agrees to terminate any and all leases affecting the property prior to closing, see “Termination of Leases”, attached hereto as **Exhibit B**.
- 4. Conveyance of Title.** Seller shall, upon payment of the purchase price, convey the property by warranty deed or other conveyance provided herein, free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities serving the property, recorded building and use restrictions and covenants, and Seller

shall complete and execute the documents necessary to record the conveyance. In addition, seller shall deliver the following to the RDA on the Closing Date:

- (a) Request for Taxpayer Information. A properly completed W-9.
  - (b) Title Policy. An owner's policy of title insurance for the Property in the amount of the purchase price, including any endorsements desired by the RDA (the "Title Insurance Policy"), or a commitment to issue the same (the "Title Insurance Commitment). The RDA shall be responsible for ordering the Title Insurance Commitment and the Title Insurance Policy.
  - (c) Closing Statement. A closing statement setting forth a summary of the applicable purchase price, including adjustments provided herein.
  - (d) Payout letter. A payout letter for any mortgages or other liens being satisfied as of the date of Closing.
  - (e) Seller's Affidavit. An affidavit of title by Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgements, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which construction liens could be filed; and that there are no unrecorded interests in the Property, together with whatever standard owner's affidavit (ALTA Form) which may be required by the title company to issue and Owner's Policy of Title Insurance with the standard exemptions waived.
  - (f) Lease. Proof of termination of lease with Jeff Nelson, dba Dells Architectural Antiques and any other tenants.
  - (g) Additional Documents. Any other reasonable documents requested by the RDA as necessary to convey the Property to the RDA in the manner called for in this Agreement, or to otherwise comply with the terms of this Agreement.
- 6. Closing Costs.** The RDA shall pay all closing costs incidental to the conveyance of the Property to the RDA.



**7. Contingencies.** The RDA's obligation to conclude this transaction is conditioned upon the following:

(a) Final approval of the terms of this Purchase Agreement by the RDA Board.

(b) Inspection Period. The Seller shall deliver to the RDA any of the following as are currently in the Seller's possession or readily available: any leases or agreements which affect the Property, surveys, studies, other plans and specifications relating to the Property, and any existing soil, geotechnical, and environmental assessments or reports relating to the Property. The Seller hereby agrees that the RDA shall have the unqualified right to terminate this Agreement at any time during the period up through and including 5:00 p.m. on that date which is forty-five (45) days from the date that this Agreement is consummated (said period referred to as the "Inspection Period"). If the RDA desires to exercise its option to terminate this Agreement, it shall do so by serving written notice of such exercise on the Seller on or before the expiration of the Inspection Period, whereupon this Purchase Agreement shall terminate without costs or further obligations to either Party. The RDA shall be permitted to perform invasive testing, sampling, boring, or drilling at the Property in connection with its inspection of the Property. If the RDA elects to obtain additional environmental testing, the RDA shall be entitled to extend the Inspection Period for a period of an additional forty-five (45) days. The cost of any testing shall be paid by the RDA. In the event RDA elects to close this transaction prior to the expiration of said forty-five (45) day Inspection Period, the RDA's right to inspection and termination shall be deemed waived however the duty of Seller to deliver all the identified documents to RDA shall survive Closing.

**8. Closing Date.** It is understood and agreed between the parties hereto that time is of the essence as to the acceptance, legal possession and date of closing and that this transaction shall be consummated no later than June 30, 2014.

**9. Access Before Closing Date.** The RDA and its contractors and agents shall have access to the Property for the purpose of inspection and testing as may be deemed necessary or desirable to satisfy the RDA as to the condition of the Property, including (without

limitation) access for surveys, soil tests, engineering investigations, and environmental audits, investigation, and testing. Such inspection and testing shall be at the RDA's sole cost and expense. The Property shall be returned to its pre-inspection and testing condition by the RDA and its contractors and agents after the completion of any inspection or testing conducted by or at the request of the RDA.

**10. Indemnity.** Seller, its successors and assigns, hereby agrees to indemnify and hold harmless the RDA, its officers, officials, employees, agents, and representatives, for, from, and against any or all claims, costs, demands, fines, damages, losses, orders, forfeitures, causes of action, or liabilities of any nature, in law or equity, including, but not limited to, cost of defense, reasonable attorney fees, investigation costs, removal action costs, or remediation costs incurred by Seller, including, but not limited to claims against the RDA by Seller, tenants at the Property, governmental entities, or other third parties, relating to or concerning contaminants or contamination on, under, or migrating from the Property existing on the closing date. For purposes of this Agreement, "contaminant" and "contamination" shall include, but are not limited to "pollution", as defined in sec. 281.01(10), Stats.; "solid waste", as defined in secs. 281.01(15) and 289.01(33), Stats.; "pollutant", as defined in sec. 283.01(13), Stats.; "air contaminant", as defined in sec. 285.01(1), Stats., "hazardous waste", as defined in secs. 289.01(12) and 291.01(7), Stats.; "hazardous substance", as defined in secs. 289.01(11) and 292.01(5), Stats.; and "environmental pollution", as defined in secs. 291.01(4) and 292.01(4), Stats.

**11. Possession.** Possession of the property by the RDA shall occur at closing. Seller agrees to remove all personal property owned by Seller when vacating the premises. Should Seller leave any said personal property when vacating, the RDA shall have the right to dispose of said property, without liability, ten (10) days after Seller vacates or abandons said property.

**12. Representation or Recommendation.** Seller hereby represents to the RDA that it has no notice or knowledge of any:

- (a) Government agency or court order requiring repair, alteration, or correction of any existing condition with respect to the property;

- (b) Any material violations of environmental laws or other laws or agreements regulating the use of the Property;
- (c) Conditions constituting a significant health or safety hazard for occupants of the Property;
- (d) Underground or aboveground storage tanks for storage of flammable, combustible, or hazardous materials, including, but not limited to gasoline and heating oil, which are currently or which were previously located on the Property. Notwithstanding the foregoing, Seller discloses and RDA acknowledges and accepts the existence of one (1) underground storage tank located on the Property. All costs and expenses relating to the removal of said tank shall be borne by RDA notwithstanding the provisions of Section 9 of this agreement.
- (e) Material levels of hazardous substances located on the Property or previous storage of material amounts of hazardous substances on the Property.
- (f) Wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 812.26) but which are not abandoned;

All of the representations, warranties, and agreements made in this Agreement shall survive the Closing.

**13. Proration.** General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year. Special assessments, if any, for work onsite actually commenced or levied prior to the effective date of this contract shall be paid by Seller no later than closing. This transaction is not subject to Wisconsin Real Estate Transfer fees under Wisconsin sec. 32.06.

**14. Binding Acceptance.** This agreement is binding on both parties only if a copy of the accepted agreement is delivered to the RDA **on or before 5:00 p.m. Friday, June 6, 2014.**

**15. Delivery.** All communications required or permitted under the terms of this Agreement shall be in writing, addressed as follows, and shall be deemed given when delivered by hand or two (2) days following the date mailed, postage prepaid, by certified or registered mail, return receipt requested:

**To Seller:** Jerry Evans  
W4808 State Road 37  
Eau Claire, WI 54701

**To RDA:** Redevelopment Authority of the  
City of Eau Claire  
Attention: Kelly Kuba  
203 S. Farwell Street  
PO Box 5148  
Eau Claire, WI 54702-5148

**16. Entirety of Agreement.** This Agreement constitutes the entirety of the agreement between the parties pertaining to the subject matter hereof, previous oral or written understandings notwithstanding.

**17. Severability.** If one or more of the provisions of this Agreement are for any reason invalid, illegal or unenforceable, in whole or in part, then such provision or provisions only shall be void and shall not affect any other provisions of this Agreement. The remaining provisions of this Agreement shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed.

**18. Successors and Assigns.** Each of the covenants, provisions and conditions contained in this Agreement shall apply to, bind and solely inure to the benefit of the Parties hereto, their successors and assigns.

**19. Covenants Survive Closing.** Each of the covenants, provisions and conditions contained in this Agreement shall survive closing and continue to bind and benefit the Parties in perpetuity.

*Remainder of Page Intentionally Left Blank; Signature Page Follows*

IN WITNESS WHEREOF, the parties hereto, having read and understood the entirety of this agreement, and being fully authorized to do so, have hereunto set their hands and seals.

**BUYER:**

**REDEVELOPMENT AUTHORITY OF  
THE CITY OF EAU CLAIRE**

By: \_\_\_\_\_

Michael DeRosa, Chair

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_

\*

Notary Public

\* Please print or type name of notary

Eau Claire County, Wisconsin

My commission expires \_\_\_\_\_.

Approved as to form:

\_\_\_\_\_  
Stephen C. Nick, City Attorney

**SELLER:**

**JERRY AND KATHLEEN EVANS  
REVOCABLE LIVING TRUST DATED  
MARCH 1, 2010**

By: Jerry M. Evans

Jerry M. Evans, individually and as trustee  
of the Jerry and Kathleen Evans Revocable  
Living Trust dated March 1, 2010

By: Kathleen J. Evans

Kathleen Evans, individually and as trustee  
of the Jerry and Kathleen Evans Revocable  
Living Trust dated March 1, 2010

Subscribed and sworn to before me this  
6th day of June, 2014

Kelly Kuba

\*Kelly Kuba

Notary Public

\* Please print or type name of notary

Eau Claire County, Wisconsin

My commission expires 9/4/16.

**KELLY KUBA  
NOTARY PUBLIC  
STATE OF WISCONSIN**

## **EXHIBIT A**

Parcel 09-0382-E

That part of Outlot 3 of Pioneers Lumber Company's Addition (also known as Pioneer Lumber Company and R.F. Wilson's Addition) to the Village (now City) of Eau Claire, Eau Claire County, Wisconsin, described as follows:

Beginning at the Southwest corner of said Outlot 3; thence North along the West line of said Outlot 3 having an assumed bearing of North 4° 43' West for a base for the following described bearing a distance of 206 feet; thence North 85° 17' East, a distance of 170 feet; thence South 4° 43' East along a line parallel with the center line of said Spur track, a distance of 206 feet to the South line of said Outlot 3; thence South 84° 59' West, a distance of 170 feet, more or less, to the point of beginning, subject to a driveway easement over the Easterly 25 feet thereof.

ALSO that part of Outlot 3 of Pioneers Lumber Company's Addition (also known as Pioneer Lumber Company and R.F. Wilson's Addition) to the Village (now City) of Eau Claire, Eau Claire County, Wisconsin, described as follows:

Beginning at the Southwest corner of said Outlot 3; thence North along the West line of said Outlot 3 having an assumed bearing of North 4° 43' West for a base for the following described bearing a distance of 206 feet to the point of beginning of the parcel herein to be described; thence North 85° 17' East 145 feet; thence North parallel to the East line of First Street 100 feet; thence North 84° 59' West 145 feet to the East line of First Street; thence South along the East line of First Street 100 feet to the point of beginning.

**EXHIBIT B**

**TERMINATION OF LEASES**

**WHEREAS, Jerry Evans** ("Lessor") and **Jeff Nelson, dba Dells Architectural Antiques** ("Lessee") have a lease dated January 2, 2007, for the property located at **38 Maple Street** ("Property"); and

**WHEREAS**, under Section 8 of said lease Lessor may terminate the lease if the property is purchased under the threat of condemnation; and

**WHEREAS**, the Redevelopment Authority of the City of Eau Claire is purchasing the Property and requires the lease be terminated.

**THEREFORE BE IT RESOLVED**, that the Lessor and Lessee agree to terminate the lease, attached hereto as Exhibit A1.

**LESSOR: JERRY EVANS**

By: \_\_\_\_\_

Jerry Evans

Subscribed and sworn to before me this  
6<sup>th</sup> day of June, 2014

\_\_\_\_\_  
Kelly Kuba

\* Kelly Kuba

Notary Public

\* Please print or type name of notary

Eau Claire County, Wisconsin

My commission expires 9/4/16.

**KELLY KUBA  
NOTARY PUBLIC  
STATE OF WISCONSIN**

**LESSEE: JEFF NELSON DBA DELLS  
ARCHITECTURAL ANTIQUES**

By: \_\_\_\_\_

Jeff Nelson

Subscribed and sworn to before me this  
6<sup>th</sup> day of June, 2014

\_\_\_\_\_  
Kelly Kuba

\* Kelly Kuba

Notary Public

\* Please print or type name of notary

Eau Claire County, Wisconsin

My commission expires 9/4/16.

**KELLY KUBA  
NOTARY PUBLIC  
STATE OF WISCONSIN**

## EXHIBIT A1

### Commercial Lease

This Lease, dated this 2ND day of JAN 07, by and between Jerry Evans (Lessor), and Jeff Nelson, dba Dells Architectural Antiques, Lessee,

Witnesseth:

1. Lessor hereby leases to Lessee land and buildings at 28 Maple St, Eau Claire, Wisconsin, and option to lease adjacent lot fronting Maple Street.
2. Original term of the lease is five years and shall automatically renew for a like period unless notification of intent to vacate is given at least 60 days prior to expiration of lease
3. Lessee shall pay to Lessor rental of \$1100 monthly, due on the 1st day of each month, increasing to \$1250 monthly upon exercise of lot lease option.
4. Lessee shall allow Lessor access to the leased premises upon reasonable notice.
5. The leased premises shall be used by the Lessee for conduct of Lessee's business and for no other purpose without written consent of Lessor.
6. Lessee may not sublet or assign this lease without prior written consent of Lessor.
7. Should the premises be totally destroyed by fire, however caused, or other casualty or should the leased premises require the expenditures to rebuild, repair, or replace the damaged portion of the premises a sum exceeding 10 percent of any building's sound value immediately prior to damage, Lessor shall have the option to terminate this lease by written notice to the Lessee within 60 days after such damage or destruction. If Lessor does not exercise option to terminate this lease, as provide herein, or if no such option exists because the preceeding provisions of this paragraph do not apply and provided such loss was not caused or substantially contributed to by Lessee the leased premises shall be restored to their condition just prior to such loss by and at the expense of the Lessor, and until said premises are fully restored to their former condition, the Lessee shall pay only such portion of the rent accruing from time to time as the value of the portion of the premises not made untenatable by reason of fire or casualty proportional to the value of the entire leased premises
8. If the premises, in whole or in part is taken or condemned or purchased under threat of condemnation by any governmental authority, then the Lessee or Lessor may terminate this lease by written notice to the other party within 60 days after Lessor gives Lessee notice of action, which termination shall be effective as of the date the condemning authority takes possession. Lessee shall have no claim against Lessor for any amount that may be awarded as damages as a result of such taking or condemnation fro the value of any unexpired term of lease, provided



however that Lessor shall not be entitled to any separate award to Lessee for loss of business.

9. Lessee agrees to at all times protect, indemnify, save and keep harmless Lessor against and from any and all claims arising out of or from any accidents or other occurrences on or about the lease premises or any part thereof by said Lessee's employees, agents, or invitees. Lessee shall hold Lessor harmless for any loss or damage which Lessee, his agents, or invitees may sustain from any source whatever not caused by negligence of the Lessor.
10. By mutual agreement, action to enforce this lease or any provision thereof, may be settled by arbitration. Should either party not agree to arbitration, then the laws of the State of Wisconsin shall prevail, and said action shall be filed in District Court for Eau Claire County.
11. The invalidity or un-enforceability of any provisions hereof shall not affect or impair other provisions. The laws of the State of Wisconsin shall govern the validity performance and enforcement of this lease. No waiver of any default by Lessee hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated and no expressly waiver shall affect any default other than the default specified in the express waiver, and then only for the time and the extent therein stated.
12. The covenants, conditions and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and such assigns and sub-lessees as may be permitted hereunder, provided however, that any assignment of interest which shall be permitted by the terms of this Lease shall not operate to remove or limit Lessee's liability for performance of all the terms, covenants and conditions of said Lease unless expressly provided for in writing signed by Lessor.
13. In event of default is made by Lessee in payment of said rent herein specified such default shall continue after 5 days notification in writing by Lessor, to pay same, the Lessor shall have the right to enter premises and to remove said Lessee as provided by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands, effective

Jan 2nd, 07.

Jeff Nelson, Lessee

Jerry Evans, Lessor

**SITE ASSESSMENT GRANT AGREEMENT  
BETWEEN  
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION  
AND  
CITY OF EAU CLAIRE REDEVELOPMENT AUTHORITY**

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation ("WEDC") and City of Eau Claire Redevelopment Authority (the "Recipient").

**WITNESSETH**

**WHEREAS**, the Recipient has submitted an Application to WEDC, requesting funds from WEDC's Site Assessment Grant ("SAG") program, as established by § 238.133 of the Wisconsin Statutes;

**WHEREAS**, the Recipient is a Local Governmental Unit located in Wisconsin;

**WHEREAS**, WEDC has determined that the Recipient is an eligible recipient of a SAG;  
and

**WHEREAS**, in reliance upon the Recipient's Application, WEDC has approved the Recipient for up to Sixty Thousand Nine Hundred Sixty Dollars (\$60,960) in a SAG.

**NOW, THEREFORE**, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

**1. Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Agreement" means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Paragraph 20 of this Agreement.

(b) "Application" means the materials submitted by the Recipient to WEDC relating to this allocation of SAG.

(c) "Effective Date" means the date on which this Agreement is fully executed by both parties.

(d) "Eligible Project Costs" means costs for which the SAG and Matching Funds may be used, as outlined in Paragraph 3 (b) of this Agreement, which the Recipient incurs between March 23, 2016 and December 31, 2017.

(e) “Eligible Site or Facility” means one or more contiguous industrial or commercial facilities or site with common or multiple ownership that are abandoned, idle, or underused, the expansion or redevelopment of which is adversely affected by actual or perceived environmental contamination.

(f) “Full-Time Position” means a position for which the individual holding that position is required to work at least two thousand and eighty (2,080) hours, including paid leave and holidays, and for which the individual receives pay that is equal to or at least one hundred and fifty percent (150%) of the federal minimum wage and benefits that are not required by federal or state law.

(g) “Ineligible Costs” means costs for new construction; amounts due pursuant to lien claims of the Department of Natural Resources, Environmental Protection Agency, or taxing authorities; costs related to grant applications; costs which may be covered by other statutory programs, including PECFA; and soft costs including relocation costs, insurance premiums, legal or accounting fees, architectural fees, fees related to Project financing, or project administration costs.

(h) “Local Governmental Unit” means a city, village, town, county, redevelopment authority, community development authority, or housing authority.

(i) “Matching Funds” means non-WEDC funds secured by the Recipient to meet the one hundred percent (100%) match requirement of the SAG under this Agreement. Eligible Matching Funds expenditures may be incurred between March 23, 2016 and December 31, 2017. Matching Funds must be, at a minimum, Sixty Thousand Nine Hundred Sixty Dollars (\$60,960) and shall not include in-kind contributions.

(j) “Petroleum Product” means gasoline, gasoline-alcohol fuel blends, kerosene, fuel oil, burner oil, diesel fuel oil or used motor oil.

(k) “Project” means the Recipient’s Brownfields Redevelopment or Environmental Remediation Activities, in accordance with the Recipient’s Application and the terms of this Agreement. Specifically, the redevelopment of the 2.59 acre site located at the Project Location will eliminate an inappropriate land use, remove deteriorated structures, address environmental contamination, and boost economic activity in the City of Eau Claire.

(l) “Project Location” means the site or sites at which the Project will take place, specifically the following contiguous parcels: 10 Maple Street, 24 Maple Street and 2021 Oxford Avenue in Eau Claire, Wisconsin.

(m) “SAG” means the grant monies the Recipient is eligible to receive from WEDC’s Site Assessment Grant program in accordance with this Agreement.

(n) “Underground Hazardous Substance Storage Tank System” means an underground storage tank used for storing a hazardous substance other than a Petroleum Product together with any on-site integral piping or dispensing system with at least ten percent (10%) of its total volume below the surface of the ground.

(o) “Underground Petroleum Product Storage Tank” means an underground storage tank used for storing Petroleum Products together with any on-site integral piping or dispensing system with at least ten percent (10%) of its total volume below the surface of the ground.

(p) "WEDC" means the Wisconsin Economic Development Corporation, together with its successors and assigns.

2. **SAG.** Subject to the terms and conditions set forth in this Agreement, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to Sixty Thousand Nine Hundred Sixty Dollars (\$60,960), in a SAG.

3. **Recipient's Obligations.** The Recipient will:

(a) Complete the Project as contemplated by the Application and in accordance with the terms of this Agreement.

(b) Use the SAG and Matching Funds for Eligible Project Costs, incurred between March 23, 2016 and December 31, 2017, Eligible Project Costs for disbursement may include:

- i. Environmental sampling, analysis and reporting
- ii. Storage tank removal
- iii. Demolition

Code	Project Activities	WEDC SAG Grant	City of Eau Claire Redevelopment Authority	Total
0235	Environmental Site Work	\$60,960	\$60,960	\$121,920
Total Eligible Costs		\$60,960	\$60,960	\$121,920

The amount incurred by the Recipient on each Eligible Project Cost may vary by up to ten percent (10%) of the amount delineated in the table above, provided that the total amount of the WEDC SAG will not exceed the amount awarded under this Agreement.

(c) Not use the SAG for any Ineligible Costs.

(d) Secure Matching Funds from non-WEDC sources equal to at least Sixty Thousand Nine Hundred Sixty Dollars (\$60,960), to achieve the match requirement of the SAG under this Agreement. Matching Funds may include the costs associated with

- i. Demolition work and asbestos abatement not covered by the grant

(e) Include acknowledgement of WEDC's financial participation in the Project in any signage at the Project Location.

(f) Provide acknowledgement of WEDC's participation in the Project in any and all planning and feasibility documents related to the Project.

(g) Provide reports to WEDC as further described in Paragraph 5 of this Agreement, in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit B.

(h) Notify WEDC in writing within thirty (30) days of any event or occurrence that may adversely impact the completion of the Project as presented in Recipient's Application. Adverse impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

**4. Release of Funds.** WEDC will release the SAG contemplated by this Agreement to the Recipient on a reimbursement basis. The Recipient may request the SAG in up to ten (10) reimbursements and will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) The Recipient submitting to WEDC a report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for payment as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the previous payment of SAG funds.

(c) The Recipient submitting to WEDC paid itemized invoices from vendors, suppliers, and contractors covering the SAG and Matching Funds, in an amount pro rata with the amount incurred against the SAG, contributed by the Recipient.

(d) The Recipient submitting to WEDC documentation demonstrating that the amount requested can be substantiated by proof of payment acceptable to WEDC. Proof of payment may consist of but not be limited to cancelled checks and paid invoices, construction contractor's invoices, or receipts indicating that they have been paid in full.

(e) The Recipient must request all SAG funds no later than December 31, 2017.

**5. Reporting.** The Recipient shall provide reports to WEDC according to the following requirements:

(a) The Recipient shall prepare and maintain such records as may be reasonably required by WEDC to demonstrate Project performance, including, but not limited to:

(i) The number of Full-Time Positions created and/or retained by the Recipient during the term of this Agreement;

(ii) The amount and disposition of funds provided and disbursed under this Agreement; and

(iii) The total cost of the Project.

(b) The Recipient shall provide to WEDC Semi-Annual performance reports in such form as required by WEDC, as sample of which is attached to this Agreement as Exhibit B, covering activities between March 23, 2016 and December 31, 2017, which shall include a financial overview and narrative summary on the progress of the Project to date. The Semi-Annual

performance report shall additionally include information on the increase of the property value of the Project Location.

(c) The Recipient shall provide to WEDC copies of any Project-related documents that are submitted to the Wisconsin Department of Natural Resources, PECFA, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports.

**(d) Schedule of Reporting:**

PERIOD COVERED	DOCUMENTATION	DUE DATE
03/23/2016 – 06/30/2016	Semi-Annual Performance Report	07/31/2016
07/01/2016 – 12/31/2016	Semi-Annual Performance Report	01/31/2017
01/01/2016 – 06/30/2017	Semi-Annual Performance Report	07/31/2017
07/01/2016 – 12/31/2017	Final Performance Report	01/31/2018

**6. Event of Default.** The occurrence of any one or more of the following events shall constitute an Event of Default for the purposes of this Agreement:

(a) The Recipient ceases the Project within five (5) years of the Effective Date of this Agreement and commences substantially the same economic activity outside of Wisconsin.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the noncompliance.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the noncompliance.

**7. Remedies in Event of Default.**

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period shall in no event be extended more than ninety (90) days. In the Event of Default, WEDC shall terminate the Agreement and recover from the Recipient:

- (i) One Hundred percent (100%) of the funds disbursed to the Recipient under this Agreement;
- (ii) All court costs and reasonable attorney's fees incurred by WEDC in terminating the Agreement and recovering the amounts owed by the Recipient under this provision; and

(iii) A financial penalty of up to one percent (1%) of the SAG.

(b) These amounts shall be paid to WEDC within thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to twelve percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC shall, without further notice withhold remaining disbursements of the SAG.

**8. Recipient's Warranties and Representations.** In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the date of this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material, adverse effect on the Recipient's ability to perform its obligations under this Agreement, including environmental laws.

(b) The Recipient is a Local Unit of Government as defined in Section 238.133(1)(b) of the Wisconsin Statutes.

(c) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor.

(d) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material and adverse effect on the Recipient's financial ability to comply with this Agreement.

(e) The Recipient is the named insured on comprehensive property damage, commercial general liability, and business interruption insurance policies, and is able to produce Officer's Certificates specifying the details of such insurance policies to WEDC upon request.

(f) The undersigned officer of the Recipient is fully authorized to execute and deliver this Agreement on behalf of the Recipient.

(g) In making these warranties and representations, the Recipient has not relied on any information furnished by WEDC.

(h) The Recipient's warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and shall survive the execution thereof.

**9. Wisconsin Public Records Law and Confidential Documents.**

(a) The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, §§ 19.31-.39.

(b) Except as otherwise required or provided by court order, legal process or applicable law including §§ 19.31-.39, WEDC shall not, without the Recipient's consent, reveal or disclose to any non-government person or entity financial or other information or materials provided by the

Recipient if the Recipient has indicated that such information or materials are sensitive and should be kept confidential. The Recipient must indicate that such materials are to be protected under this paragraph by marking the documents "confidential."

(c) If the Recipient contends that any document provided to WEDC is exempt from disclosure under Wisconsin's Public Records Law, for reasons including that the document qualifies as a trade secret under § 134.90, the Recipient shall:

- (i) Clearly mark the document as not subject to disclosure under the Public Records Law. If the Recipient contends the document is a trade secret under § 134.90, the Recipient shall specifically mark the documents as "Confidential Trade Secrets."
- (ii) Provide WEDC with a concise, written explanation describing the basis for contending the document is not subject to the Public Records Law.
- (iii) If applicable, provide WEDC with two copies of the document the Recipient contends is exempt – a clean copy and a copy with the exempted information redacted.

(d) WEDC agrees to notify the Recipient if it receives a public records request for documents marked under Paragraph (c).

#### **10. Additional Requirements.**

(a) **Project Records.** The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement and the performance reports provided to WEDC.

#### **(b) Inspection.**

- (i) WEDC and its respective agents, shall, upon 48 hours advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.
- (ii) The Recipient shall produce for WEDC's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement.
- (iii) WEDC reserves the right to conduct a physical site visit of the Project while the Project is ongoing and after Project completion.

(c) **Nondiscrimination in Employment.** Consistent with Wis. Stat. § 16.765: In connection with the performance of work under this contract, Recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.



Except with respect to sexual orientation, Recipient further agrees to take affirmative action to ensure equal employment opportunities. Recipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(d) **Consolidation or Merger.** During the term of this Agreement, the Recipient shall provide written notice to WEDC of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) **Public Announcement.** The Recipient agrees to work with WEDC in making a public announcement of this Agreement.

**11. Conflicts.** In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

**12. Choice of Law.** THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

**13. Venue, Jurisdiction.** Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

**14. Waiver of Right to Jury Trial.** EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEY'S FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER.

**15. LIMITATION OF LIABILITY.** RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

**16. Severability.** The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.

**17. WEDC Not a Joint Venturer or Partner.** WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

- 18. Captions.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.
- 19. No Waiver.** No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.
- 20. Entire Agreement.** This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

**WISCONSIN ECONOMIC DEVELOPMENT CORPORATION**

By: Mark R. Hogan 5/2/16  
Mark R. Hogan Date  
Secretary & CEO

**CITY OF EAU CLAIRE REDEVELOPMENT AUTHORITY**

By: Mike DeRosa 4/26/16  
Mike DeRosa, Date  
Chair

Notices to the Recipient hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the Recipient may designate in writing:

City of Eau Claire Redevelopment Authority  
203 South Farwell Street  
Eau Claire, Wisconsin 54702  
Attn: Kelly Thompson

Notices to WEDC hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed as follows:

Wisconsin Economic Development Corporation  
Division of Credit & Risk  
P.O. Box 1687  
Madison, WI 53701  
Attn: Site Assessment Grant Program  
Contract # SAG FY16-23265

**EXHIBIT A  
REQUEST FOR WEDC PAYMENT**

Award Number: SAG FY16-23265	Rep:	Recipient: City of Eau Claire Redevelopment Authority
FEIN #		Request Number:
Program: Site Assessment Grant		Award Type:
Funding Period Covered by this Request From: _____ To: _____		

**PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD**

Budget Code	Description	WEDC Funding This Period	Match Funding This Period	Total This Period
0235	Environmental Site Work			
<b>TOTAL:</b>				

**PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION - Reimbursement**

Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- The Recipient submitting to WEDC a report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for payment as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the previous payment of SAG funds. \_\_\_\_\_
- The Recipient submitting to WEDC paid itemized invoices from vendors, suppliers, and contractors covering the SAG and Matching Funds, in an amount pro rata with the amount incurred against the SAG, contributed by the Recipient. \_\_\_\_\_
- The Recipient submitting to WEDC documentation demonstrating that the amount requested can be substantiated by proof of payment acceptable to WEDC. Proof of payment may consist of but not be limited to cancelled checks and paid invoices, construction contractor's invoices, or receipts indicating that they have been paid in full. \_\_\_\_\_
- The Recipient must request all SAG funds no later than December 31, 2017. \_\_\_\_\_

I hereby certify that the expenses reported on this form are in accordance with the terms of the agreement and that complete and accurate records are being kept to substantiate such expenses.

\_\_\_\_\_  
**Authorized Recipient Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
WEDC Underwriter

\_\_\_\_\_  
Date

\_\_\_\_\_  
WEDC Controller or Finance Department

\_\_\_\_\_  
Date

Retain a copy of the completed form for your records and email the form and documentation to  
[disbursements@wedc.org](mailto:disbursements@wedc.org).

# EXHIBIT B

## ECONOMIC DEVELOPMENT PROJECT PERFORMANCE REPORT

### (SAMPLE ONLY)

PLEASE RETURN YOUR COMPLETED REPORT AND REQUIRED SUPPORTING DOCUMENTATION TO:  
[reporting@wedc.org](mailto:reporting@wedc.org)



PROJECT INFORMATION		
CONTRACT #: SAG FY16-23265 Awardee: City of Eau Claire Redevelopment Authority Project Site: Eau Claire, City of	REPORTING DESIGNEE: Kelly Thompson Email: <a href="mailto:kelly.thompson@eauclairewl.gov">kelly.thompson@eauclairewl.gov</a>	REPORTING PERIOD:
PROJECT FUNDING	Planned	Actual
TOTAL PROJECT BUDGET	\$121,920	
Awardee Direct Expenditures	please enter → amounts	\$
Other Privately Funded Expenditures (Investors, financial institutions)		\$
Other Publicly Funded Expenditures (state, federal, other public aid)		\$
TOTAL PROJECT EXPENDITURES		\$
WEDC Funds Utilized	\$60,960	

SUMMARY OF PROGRESS
<p>Provide a comprehensive summary of project activities that have been accomplished as of the end of the reporting period. Please describe any progress towards project deliverables, as well as any factors that may have had an adverse effect on the project or slowed progress on expected performance. Briefly address project plans for the coming year including what steps will be taken to ensure performance within agreed-upon timelines. Attach additional pages if needed.</p> <p>Percentage Completion of Project: ____%</p> <p>What project activities have been completed as of the end of the reporting period, and which would not have occurred if not for WEDC assistance?</p> <p>What contract deliverables were completed during the reporting period? (Please provide an explanation for any deliverables that were not met)</p> <p>What actions are being taken within the next year to ensure contractual performance?</p>

GENERAL CERTIFICATIONS
No WEDC funds were utilized to outsource jobs from the state of Wisconsin. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree (attach an explanation)

PRINCIPAL/PROJECT DIRECTOR AFFIDAVIT
As the authorized representative for this project, I hereby attest and certify that the information provided in this report is true and correct to the best of my knowledge.
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 70%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <span>(SIGNATURE)</span> <span>(PRINT NAME)</span> </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <span>(EMAIL ADDRESS)</span> </div> </div> <div style="width: 25%; text-align: center;"> <div style="margin-bottom: 5px;">rptid:</div> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> <div>WEDC Review</div> </div> </div>

**PROGRESS ON ACTIVITIES AND DELIVERABLES**

Summarize your organization's progress towards completion of planned metrics outlined in the award agreement by providing quantitative responses, such as the number/unit attained or the percentage toward completion. Include all items in the agreement's scope of work, affirmative covenants, and performance deliverables sections. Attach additional pages if necessary, or provide additional details in the "Summary of Progress" section on page 1

Scope of Work Item/Affirmative Covenant/Deliverable	Progress on Metric

**CAPITAL INVESTMENT**

Total expenditures related to the purchase, acquisition, construction, replacement, rehabilitation or modernization of non-current, tangible, permanent fixed or capital assets.

**Planned**

\$

**Actual****Enter Totals Below****Investment Breakdown**

Land, Buildings &amp; Real Estate

\$

**Supporting Environmental Documentation**

1. Please provide a comprehensive summary of the work that has been accomplished during the reporting period. This summary should also include any proposed changes to the project since it was presented in the application. The summary should be ½ to 1 page long.
2. Please provide photographs demonstrating the progress of the project since the last Semi-Annual Report was submitted.
3. Please submit to the SAG Program copies of any Project related documents that are submitted to the Wisconsin Department of Natural Resources, Petroleum Environmental Cleanup Fund Award, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports. The submittal date and type of report should be identified on all copies of the above referenced requested government documents sent to WEDC.
4. Failure to submit required records may result in the denial of future payment requests.





8 0 3 4 0 6 9

Tx:4025775

## STATE BAR OF WISCONSIN FORM 1 - 2003

Document Number

## WARRANTY DEED

**THIS DEED**, made between LAMAR OCI NORTH CORPORATION f/k/a OCI (N) CORP., a Delaware Corporation ("Grantor," whether one or more),

and REDEVELOPMENT AUTHORITY OF THE CITY OF EAU CLAIRE ("Grantee", whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in EAU CLAIRE County, State of Wisconsin (the "Property"):

Lots 8, 9 and 10, Block 3, Whipple and Bellinger's Addition, City of Eau Claire, Eau Claire County, Wisconsin.

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and agreements entered into under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in 2013.

Dated this 28<sup>th</sup> day of January, 2013.

Lamar OCI North Corporation

\*By: KEITH ISTRE, Executive VP/CFO

\*

## AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_\_

\*

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Michael J. Vinopal

Attorney at Law

(Signatures may be authenticated or acknowledged. Both are not necessary.)

\*Names of persons signing in any capacity must be typed or printed below their signature

## Recording Area

Name and Return Address:

City of Eau Claire  
Attn: Kelly Kube  
PO Box 5148  
Eau Claire WI 54602

09-0025

Parcel Identification Number (PIN)

This is not homestead property.

## ACKNOWLEDGMENT

Louisiana  
STATE OF WISCONSIN Parish )  
East Baton Rouge COUNTY. ) ss.

Personally came before me this 18<sup>th</sup> day of January, 2013, the above named KEITH ISTRE to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Kristi E. Williams

Notary Public, State of Wisconsin

My commission is permanent. (If not, state expiration date: \_\_\_\_\_)

Kristi E. Williams

Notary Public No. 67917

State of Louisiana

Parish of East Feliciana

My Commission Is For Life





8 0 4 1 9 0 4

Tx:4031529

Document Number

STATE BAR OF WISCONSIN FORM 7- 2000  
TRUSTEE'S DEED

JERRY M. EVANS AND KATHLEEN J. EVANS, as Trustee of  
JERRY AND KATHLEEN EVANS REVOCABLE LIVING TRUST  
DATED MARCH 1, 2010 for a valuable consideration conveys without  
warranty to

REDEVELOPMENT AUTHORITY OF THE CITY OF EAU  
CLAIRE Grantee,

the following described real estate in EAU CLAIRE County, State of  
WISCONSIN:

SEE ATTACHED EXHIBIT A

1085463  
KATHRYN A. CHRISTENSON  
EAU CLAIRE COUNTY, WI  
REGISTER OF DEEDS

RECORDED ON  
06/03/2013 09:54 AM

REC FEE: 30.00  
TRANSFER FEE: 264.00  
EXEMPT #  
PAGES: 2

Recording Area

Name and Return Address:  
REDEVELOPMENT AUTHORITY OF THE CITY OF EAU  
CLAIRE, WISCONSIN  
PO Box 5148  
EAU CLAIRE, WISCONSIN 54702

09-0382-A

Parcel Identification Number (PIN)

Dated this

3<sup>rd</sup>

day of

May

2013

JERRY M. EVANS, Trustee

## AUTHENTICATION

Signature(s)

authenticated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\*

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,

authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Sara R. Vinopal

Attorney at Law

(Signatures may be authenticated or acknowledged. Both are not necessary.)

\*Names of persons signing in any capacity must be typed or printed below their signature

KATHLEEN J. EVANS, Trustee

## ACKNOWLEDGMENT

STATE OF WISCONSIN

EAU CLAIRE COUNTY.

) ss.

Personally came before me this 3<sup>rd</sup> day of  
May, 2013 the above named

JERRY M. EVANS AND KATHLEEN J. EVANS to me

known to be the person(s) who executed the foregoing

instrument and acknowledged the same.

BRENDA  
LaGESSE

Notary Public EAU CLAIRE, State of Wisconsin

My commission is permanent. (If not, state expiration date:

4-12-2015

## EXHIBIT A

That part of Outlot 3 of Pioneer Lumber Company's Addition (also known as Pioneer Lumber Company and R. F. Wilson's Addition) to the Village (now City) of Eau Claire, bounded and described as follows:

Beginning at the Southwest corner of said Outlot 3; thence North along the West line of said Outlot 3, having an assumed bearing of North  $4^{\circ} 43'$  West for a base for the following described bearings, a distance of 206 feet; thence North  $85^{\circ} 17'$  East, a distance of 302.43 feet to a point 8.5 feet West of and measured at right angles to the center line of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company Spur Track I. C. C No. 49, as now located and established; thence South  $4^{\circ} 43'$  East along a line parallel with the center line of said Spur Track, a distance of 204.4 feet to the South line of said Outlot 3; thence South  $84^{\circ} 59'$  West, a distance of 302.43 feet, more or less to the point of beginning. Subject to existing public pole and transmission lines; Excepting and reserving, a driveway over the Easterly 25 feet of the Westerly 170 feet of the above described premises which is bounded on the North by the North line of the above described premises.

### EXCEPT

That part of Outlot 3 of Pioneer Lumber Company's Addition (also known as Pioneer Lumber Company and R.F. Wilson's Addition) to the Village (now City) of Eau Claire, bounded and described as follows:

Beginning at the Southwest corner of said Outlot 3: thence North along the West line of said Outlot 3 having an assumed bearing of North  $4^{\circ} 43'$  West for a base for the following described bearing a distance of 206 feet; thence North  $85^{\circ} 17'$  East, a distance of 170 feet; thence South  $4^{\circ} 43'$  East along a line parallel with the center line of said Spur Track a distance of 206 feet to the South line of said Outlot 3; thence South  $84^{\circ} 59'$  West, a distance of 170 feet, more or less, to the point of beginning.

### ALSO EXCEPT

That part of Outlot 3 of Pioneer Lumber Company's Addition (also known as Pioneer Lumber Company and R.F. Wilson's Addition) to the Village (now City) of Eau Claire, bounded and described as follows:

Beginning at the Southwest corner of said Outlot 3, thence North along the West line of said Outlot 3, having an assumed bearing of North  $4^{\circ} 43'$  West for a base for the following described bearings, a distance of 206 feet to the point of beginning of the parcel herein to be described; thence North  $85^{\circ} 17'$  East 145 feet; thence North parallel to the East line of First Street 100 feet; thence North  $84^{\circ} 59'$  West 145 feet to the East line of First Street; thence South along the East line of First Street 100 feet to the point of beginning.

### ALSO EXCEPT

That part of Outlot 3 of Pioneer Lumber Company's Addition (also known as Pioneer Lumber Company and R. F. Wilson's Addition) to the Village (now City) of Eau Claire, bounded and described as follows:

Commencing at the Southwest corner of said Outlot 3; thence Easterly along the South line of said Outlot 3 a distance of 310.93 feet, more or less, to a point on the center line of Chicago and North Western Transportation Company (formerly Chicago, St. Paul, Minneapolis and Omaha Railway Company) Spur Track ICC No. 49, as said spur track is now located; thence Northerly along said spur track center line, forming an angle of  $90^{\circ} 18'$ , measured clockwise from the last described course, a distance of 204.36 feet to the point of beginning of the parcel of land herein described; thence Easterly at right angles to the last described course a distance of 100 feet, more or less, to a point on the Westerly bank of the Chippewa River; thence Northerly along the Westerly bank of said river a distance of 100 feet, more or less, to a point on a line drawn at right angles to the West line of said Outlot 3 at a point thereon distant 305 feet Northerly from the Southwest corner of said Outlot 3 (the point of commencement); thence Westerly along said last described right angle line a distance of 400 feet, more or less, to a point on the West line of said Outlot 3, distant 305 feet Northerly from the Southwest corner thereof; thence Southerly along said West line of Outlot 3 a distance of 99.0 feet; thence Easterly at right angles to the last described course a distance of 302.43 feet to a point distant 8.5 feet Westerly, measured at right angles, from the center line of said Spur Track ICC No. 49; thence Easterly along a straight line a distance of 8.5 feet, more or less, to the point of beginning.



8 0 4 1 8 9 9  
Tx:4031526

STATE BAR OF WISCONSIN FORM 7- 2000  
TRUSTEE'S DEED

Document Number

JERRY M. EVANS AND KATHLEEN J. EVANS, as Trustee of  
JERRY AND KATHLEEN EVANS REVOCABLE LIVING TRUST  
DATED MARCH 1, 2010 for a valuable consideration conveys without  
warranty to

REDEVELOPMENT AUTHORITY OF THE CITY OF EAU  
CLAIRE Grantee,

the following described real estate in EAU CLAIRE County, State of  
WISCONSIN:

SEE ATTACHED EXHIBIT A

1085460  
KATHRYN A. CHRISTENSON  
EAU CLAIRE COUNTY, WI  
REGISTER OF DEEDS

RECORDED ON  
06/03/2013 09:51 AM

REC FEE: 30.00  
TRANSFER FEE: 186.00  
EXEMPT #  
PAGES: 2

Recording Area

Name and Return Address:

REDEVELOPMENT AUTHORITY OF THE CITY OF EAU  
CLAIRE, WISCONSIN

PO BOX 5148  
EAU CLAIRE WI 54702

09-0382

Parcel Identification Number (PIN)

Dated this 3rd day of May, 2013.

Jerry M Evans  
JERRY M. EVANS, Trustee

AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\*

TITLE: MEMBER STATE BAR OF WISCONSIN

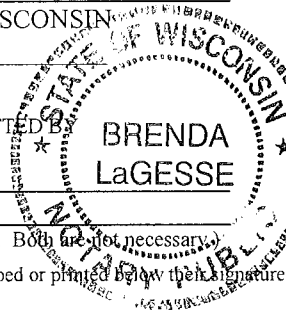
(If not, \_\_\_\_\_  
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Sara R. Vinopal  
Attorney at Law

(Signatures may be authenticated or acknowledged. Both are not necessary.)

\*Names of persons signing in any capacity must be typed or printed below their signature



Kathleen J. Evans  
KATHLEEN J. EVANS, Trustee

ACKNOWLEDGMENT

STATE OF WISCONSIN )

EAU CLAIRE COUNTY.

Personally came before me this 3rd day of  
May, 2013 the above named to  
me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same.

Brenda LaGessee  
Notary Public EAU CLAIRE, State of Wisconsin  
My commission is permanent. (If not, state expiration date:  
4-12-2015)

## EXHIBIT A

That part of Outlot 3 of Pioneer Lumber Company's Addition (also known as Pioneer Lumber Company and R. F. Wilson's Addition) to the Village (now City) of Eau Claire, bounded and described as follows:

Commencing at the Southwest corner of said Outlot 3; thence Easterly along the South line of said Outlot 3 a distance of 310.93 feet, more or less, to a point on the center line of Chicago and North Western Transportation Company (formerly Chicago, St. Paul, Minneapolis and Omaha Railway Company) Spur Track ICC No. 49, as said spur track is now located; thence Northerly along said spur track center line, forming an angle of  $90^{\circ} 18'$ , measured clockwise from the last described course, a distance of 204.36 feet to the point of beginning of the parcel of land herein described; thence Easterly at right angles to the last described course a distance of 100 feet, more or less, to a point on the Westerly bank of the Chippewa River; thence Northerly along the Westerly bank of said river a distance of 100 feet, more or less, to a point on a line drawn at right angles to the West line of said Outlot 3 at a point thereon distant 305 feet Northerly from the Southwest corner of said Outlot 3 (the point of commencement); thence Westerly along said last described right angle line a distance of 400 feet, more or less, to a point on the West line of said Outlot 3, distant 305 feet Northerly from the Southwest corner thereof; thence Southerly along said West line of Outlot 3 a distance of 99.0 feet; thence Easterly at right angles to the last described course a distance of 302.43 feet to a point distant 8.5 feet Westerly, measured at right angles, from the center line of said Spur Track ICC No. 49; thence Easterly along a straight line a distance of 8.5 feet, more or less, to the point of beginning.

EXCEPT

That part of Outlot 3 of Pioneer Lumber Company's Addition (also known as Pioneer Lumber Company and R.F. Wilson's Addition) to the Village (now City) of Eau Claire, Eau Claire County, Wisconsin, described as follows:

Beginning at the Southwest corner of said Outlot 3; thence North along the West line of said Outlot 3 having an assumed bearing of North  $4^{\circ} 43'$  West for a base for the following described bearing a distance of 206 feet to the point of beginning of the parcel herein to be described; thence North  $85^{\circ} 17'$  East 145 feet; thence North parallel to the East line of First Street 100 feet; thence North  $84^{\circ} 59'$  West 145 feet to the East line of First Street; thence South along the East line of First Street 100 feet to the point of beginning.

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT, made and entered into this 28 day of January, 2013 by and between **TLC Properties, Inc.**, a subsidiary of **Lamar Advertising Company**, (herein referred to as "Seller"), and the **Redevelopment Authority of the City of Eau Claire, Wisconsin**, a public body corporate and politic organized and existing under the laws of the State of Wisconsin, (herein, together with its successors and assigns, referred to as "RDA").

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other as follows:

1. **Property.** The Seller does hereby agree to provide evidence of title and sell and convey to the Buyer by a good and sufficient warranty deed the certain real property ("Property"); described as follows:

*Lots 8, 9 and 10, Block 3, Whipple and Belligner's Addition, City of Eau Claire, Eau Claire County, Wisconsin*

2. **Purchase Price.** The Buyer hereby agrees to purchase and pay to the Seller, as consideration for the conveyance to the Buyer of the Property, the sum of Fifteen Thousand Dollars (\$15,000) to be paid at closing.

3. **Warranty Deed.** Seller shall, upon payment of the purchase price, convey the property by warranty deed or other conveyance provided herein, free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities serving the property, recorded building and use restrictions and covenants, and Seller shall complete and execute the documents necessary to record the conveyance. In addition, seller shall deliver the following to Purchaser on the Closing Date:

(a) A properly completed W-9, Request for Taxpayer Information

(b) An executed Affidavit By Owner

4. **Contingencies.** The Buyer's obligation to conclude this transaction is conditioned upon the following:

(a) Approval of the terms of this Purchase Agreement by RDA.

5. **Closing Date.** It is understood and agreed between the parties hereto that time is of the essence, and that this transaction shall be consummated within 30 days of the execution of this contract.

(b) See Exhibit A for additional contingencies



6. **Possession.** Possession is to be given to Buyer at Closing. The Seller further agrees to convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this agreement.
7. **Representation or Recommendation.** Seller hereby represents to Buyer that it has no notice or knowledge of any:
- (a) Government agency or court order requiring repair, alteration, or correction of any existing condition with respect to the property;
  - (b) Any material violations of environmental laws or other laws or agreements regulating the use of the Property;
  - (c) Conditions constituting a significant health or safety hazard for occupants of the Property;
  - (d) Underground or aboveground storage tanks for storage of flammable, combustible, or hazardous materials, including, but not limited to gasoline and heating oil, which are currently or which were previously located on the Property;
  - (e) Material levels of hazardous substances located on the Property or previous storage of material amounts of hazardous substances on the Property.

All of the representations, warranties, and agreements made in this Agreement shall survive the Closing.

8. **Proration.** General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year. Special assessments, if any, for work onsite actually commenced or levied prior to the effective date of this contract shall be paid by Seller no later than closing. This transaction is not subject to Wisconsin Real Estate Transfer fees.
9. **Delivery.** All communications required or permitted under the terms of this Agreement shall be in writing, addressed as follows, and shall be deemed given when delivered by hand or two (2) days following the date mailed, postage prepaid, by certified or registered mail, return receipt requested:

**To Seller:** Richard Reinart  
Lamar Advertising  
9237 Heritage Drive  
Marshfield WI 54449

**To Buyer:** City of Eau Claire  
Attention: Kelly Kuba  
203 S. Farwell Street  
PO Box 5148  
Eau Claire, WI 54702-5148

10. **Entirety of Agreement.** This Agreement constitutes the entirety of the agreement between the parties pertaining to the subject matter hereof, previous oral or written understandings notwithstanding.

- 11. Severability.** If one or more of the provisions of this Agreement are for any reason invalid, illegal or unenforceable, in whole or in part, then such provision or provisions only shall be void and shall not affect any other provisions of this Agreement. The remaining provisions of this Agreement shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed.
- 12. Successors and Assigns.** Each of the covenants, provisions and conditions contained in this Agreement shall apply to, bind and solely inure to the benefit of the Parties hereto, their successors and assigns.
- 13. Covenants Survive Closing.** Each of the covenants, provisions and conditions contained in this Agreement shall survive closing and continue to bind and benefit the Parties in perpetuity.

*Remainder of Page Intentionally Left Blank; Signature Page Follows.*

---

IN WITNESS WHEREOF, the parties hereto, having read and understood the entirety of this agreement, and being fully authorized to do so, have hereunto set their hands and seals.

**BUYER: REDEVELOPMENT AUTHORITY  
OF THE CITY OF EAU CLAIRE**

By: Michael DeRosa  
Michael DeRosa, Chair

**SELLER: TLC PROPERTIES, INC.**

By: Blaine Ardoin  
Blaine Ardoin Vice President, TLC Properties, Inc.

Subscribed and sworn to before me this  
20<sup>th</sup> day of January, 2013

Subscribed and sworn to before me this  
20<sup>th</sup> day of January, 2013

Kelly Kuba  
\* Kelly Kuba  
Notary Public  
\* Please print or type name of notary

Kristi E. Williams  
\* Kristi E. Williams  
Notary Public  
\* Please print or type name of notary

Eau Claire County, Wisconsin

My commission expires 9/4/14

Approved as to form:

Stephen C. Nick  
Stephen C. Nick, City Attorney

County, Krish E. Williams  
Notary Public No. 67017  
State of Wisconsin  
Parish Of West Allis  
My Commission is For Life

My commission expires

By: Bill Mitchell  
Bill Mitchell General Manager, Lamar Advertising Company

Subscribed and sworn to before me this  
18<sup>th</sup> day of November, 2012

Nona R. Foemmel  
\* Nona R. Foemmel  
Notary Public  
\* Please print or type name of notary

Wisconsin County, Wood  
My commission expires 12-1-13

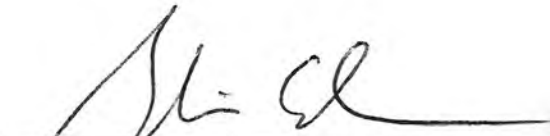




## EXHIBIT A

Buyer is responsible for all fees/costs associated with this transaction with the exception of seller's broker commission, if applicable, and real estate taxes which will be pro-rated to the date of closing.

  
Buyer

  
Seller

Document Number

## WARRANTY DEED

**THIS DEED**, made between LAMAR OCI NORTH CORPORATION f/k/a OCI (N) CORP., a Delaware Corporation ("Grantor," whether one or more),

and REDEVELOPMENT AUTHORITY OF THE CITY OF EAU CLAIRE ("Grantee", whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in EAU CLAIRE County, State of Wisconsin (the "Property"):

Lots 8, 9 and 10, Block 3, Whipple and Bellinger's Addition, City of Eau Claire, Eau Claire County, Wisconsin.

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and agreements entered into under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in 2013.

Dated this 28<sup>th</sup> day of January, 2013.

Lamar OCI North Corporation



\*By: KEITH ISTRE, Executive VP/CFO

\*

## AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_\_

\*

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Michael J. Vinopal

Attorney at Law

(Signatures may be authenticated or acknowledged. Both are not necessary.)

\*Names of persons signing in any capacity must be typed or printed below their signature

Recording Area

Name and Return Address:

City of Eau Claire  
Attn: Kelly Kura  
PO Box 5148  
EAU CLAIRE WI 54702

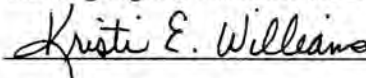
09-0025

Parcel Identification Number (PIN)

This is not homestead property.

ACKNOWLEDGMENT  
Louisiana  
STATE OF WISCONSIN Parish )  
East Baton Rouge COUNTY. ) ss.

Personally came before me this 18<sup>th</sup> day of  
January, 2013 the above named  
KEITH ISTRE to me known to be the person(s) who executed  
the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin

My commission is permanent. (If not, state expiration date: \_\_\_\_\_)

Kristi E. Williams  
Notary Public No. 67017  
State Of Louisiana  
Parish Of East Feliciana  
My Commission Is For Life.

STATE OF WISCONSIN

## AFFIDAVIT BY OWNER

COUNTY OF EAU CLAIRE

FILE NO. 1260459  
REDEVELOPMENT AUTHORITY OF THE  
CITY OF EAU CLAIRE

The undersigned owner(s), in consideration of selling the real estate described herein and in consideration of *First American Title Insurance Company* issuing its Policy(s) of title insurance insuring an interest in or title to the real estate described herein, and being first duly sworn on oath deposes, states and warrants, except as stated in Paragraph 9 below:

1. That the undersigned is an owner or has ownership interest in the real estate referred to herein, which is described in the above reference commitment (hereinafter called "the property");
2. That during the last ten years owner has not been known by any other name;
3. That owner's possession of the property has been peaceable and undisturbed and that title to the property has never been disputed or questioned;
4. That there are no encroachments of fences, buildings or other improvements appurtenant to the property onto any easement or onto adjoining property, and no encroachments of any fences, buildings or other improvements of adjoining premises onto the property;
5. That there are not any unrecorded easements, party walls, agreements, or rights-of-way which encumber the property;
6. **\*\*That during the period of six months immediately preceding the date of this affidavit, *no work has been done* and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on said property or in connection with the improvement of said property in any manner whatsoever. That there are no uncompleted buildings, structures or other improvements situated thereon;**

**\*\* (STRIKE INAPPLICABLE PARAGRAPH)**

OR


**\*\*That during the period of six months immediately preceding the date of this affidavit, certain *work has been done* and materials furnished in order to make improvements to the property, but that except as stated in Paragraph 9, all of said work and materials have been fully paid for and there are no claims or disputes in existence with reference thereto, that no notice of intent to lien has been given, and that waivers of lien from all appropriate parties are attached thereto. That said work is fully completed and that no work whatsoever remains to be done and that no materials remain to be furnished to complete the construction in full compliance with the plans and specifications. On the reverse side hereof is a list of all persons, firms and corporations which have furnished any labor or materials from the beginning of the construction, together with waivers in full from all said parties.**

7. That owner is in sole possession of the property and that no other party has possession or has right of possession under any tenancy, lease or other agreement, written or oral;
8. That since the effective date of the commitment referenced above, owner has not filed bankruptcy, received notice of any pending cause of action, conveyed or encumbered the property or is currently a party to any action that could result in the filing of any judgment or lien against the property.
9. Exceptions to above statements: \_\_\_\_\_

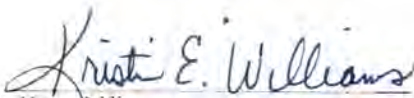
Owners

  
LAMAR OCI NORTH CORPORATION  
f/k/a OCI (N) CORP.

Owners

Attest:   
The foregoing instrument was acknowledged before me this  
26th day of January, 2013  
by Keith Ostre  
and James R. McIlwain  
who are the CFO / Exec. VP  
and Secretary  
respectively Lamar OCI North Corporation  
(company names)  
On behalf of the Corporation  
(corporation or partnership)

The foregoing instrument was acknowledged before me this  
day of \_\_\_\_\_, 2013  
by \_\_\_\_\_ and \_\_\_\_\_  
(individuals)

  
Notary Public

My commission expires \_\_\_\_\_

Kristi E. Williams  
Notary Public No. 67017  
State of Louisiana  
Term of Office: 12 Months  
Commission Expires: 12/31/2014

(SEAL)

**RESOLUTION OF THE EXECUTIVE COMMITTEE  
ACTING ON BEHALF OF THE BOARD OF DIRECTORS  
TLC PROPERTIES, INC.**

BE IT RESOLVED that Blaine Ardoin, Vice-President of TLC Properties, Inc., be and he is hereby authorized and empowered for and on behalf of the corporation to buy, sell, lease or otherwise purchase or alienate for cash only any and all types of property, real, personal, or mixed, purchased by, sold to, or owned by the corporation, where ever located, and to execute any and all documents, instruments or contracts containing and upon such terms and conditions as he may determine fit and proper, the corporation hereby ratifying all prior sales, purchases, and contracts made on behalf of the corporation by him.

BE IT FURTHER RESOLVED that the above named officer be and he is hereby authorized and empowered on behalf of the corporation to sign any leases, deeds, acts of sale, contracts, and any other instruments or documents necessary to carry out the authority granted in this resolution.

CERTIFICATE

I, James R. Mellwain, Secretary of TLC Properties, Inc., hereby certify that a duly convened meeting of the Executive Committee of this Corporation was held on the 21<sup>st</sup> day of January, 2010, at the offices of this Corporation, at which meeting a quorum was present and acting throughout and that the foregoing resolutions were unanimously adopted, during the interval between meetings of the Board of Directors and in accordance with the Bylaws, and that such resolutions are still in full force and effect and have not been repealed.

IN WITNESS WHEREOF, I hereunto set my hand this 21<sup>st</sup> day of January, 2010.

  
\_\_\_\_\_  
JAMES R. MELLWAIN, Secretary



**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>TLC PROPERTIES, INC.</b>	
Business name, if different from above	
Check appropriate box. <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>5321 CORPORATE BOULEVARD</b>	Requester's name and address (optional)
City, state, and ZIP code <b>BATON ROUGE, LA 70808</b>	
Last account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number <b>72 0640751</b>

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

*Tara Longfellow*

Date ▶ **11-15-12**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## MOTION

I hereby move to approve the purchase of 1714 and 1716 Oxford Avenue in the West Bank Redevelopment District.

Offered by:

Tania W. H. H. H.

Seconded by:

Mark S. Green

Passed:


January 21, 2015

Meeting of the Redevelopment Authority of the City of Eau Claire

## MOTION


I hereby move to approve the purchase of 38 Maple Street in the West Bank Redevelopment District.

Offered by:



---

Seconded by:



---

Passed:

June 18, 2014

Meeting of the Redevelopment Authority of the City of Eau Claire

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of FEBRUARY, 2015 by and between **Joseph S. and Mary D. Knickerbocker**, ("Seller"), and the **Redevelopment Authority of the City of Eau Claire, Wisconsin**, a public body corporate and politic organized and existing under the laws of the State of Wisconsin, (herein, together with its successors and assigns, referred to as "RDA"), collectively referred to herein as the "Parties".

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other as follows:

1. **Property.** The Seller does hereby agree to voluntarily sell and convey to the RDA for good and sufficient consideration the certain real property with the buildings and improvements thereon known as 1714 Oxford Avenue, parcel no. 09-0022, situated in the City of Eau Claire, Eau Claire County, State of Wisconsin, and otherwise identified on **Exhibit A** attached hereto (hereinafter referred to as the "Property"). All fixtures are included in the purchase, and shall be delivered free and clear of encumbrances. Items not included: personal property.
2. **Purchase Price.** The RDA hereby agrees to purchase and pay to the Seller, as consideration for the conveyance to the RDA, the sum of  
**SIX THOUSAND DOLLARS (\$6,000)**  
to be paid at closing. Seller has been supplied a copy of the appraisal with the established Fair Market Value as of December 10, 2014 in the amount of \$6,000.
3. **Current Leases.** Seller agrees to terminate any and all leases affecting the property prior to closing.
4. **Conveyance of Title.** Seller shall, upon payment of the purchase price, convey the property by warranty deed or other conveyance provided herein, free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities serving the property, recorded building and use restrictions and covenants, and Seller



shall complete and execute the documents necessary to record the conveyance. In addition, seller shall deliver the following to the RDA on the Closing Date:

- (a) Request for Taxpayer Information. A properly completed W-9.
  - (b) Title Policy. An owner's policy of title insurance for the Property in the amount of the purchase price, including any endorsements desired by the RDA (the "Title Insurance Policy"), or a commitment to issue the same (the "Title Insurance Commitment). The RDA shall be responsible for ordering the Title Insurance Commitment and the Title Insurance Policy.
  - (c) Closing Statement. A closing statement setting forth a summary of the applicable purchase price, including adjustments provided herein.
  - (d) Payout letter. A payout letter for any mortgages or other liens being satisfied as of the date of Closing.
  - (e) Seller's Affidavit. An affidavit of title by Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgements, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which construction liens could be filed; and that there are no unrecorded interests in the Property, together with whatever standard owner's affidavit (ALTA Form) which may be required by the title company to issue and Owner's Policy of Title Insurance with the standard exemptions waived.
  - (f) Lease. Proof of termination of any leases on the property.
  - (g) Additional Documents. Any other reasonable documents requested by the RDA as necessary to convey the Property to the RDA in the manner called for in this Agreement, or to otherwise comply with the terms of this Agreement.
- 6. Closing Costs.** The RDA shall pay all closing costs incidental to the conveyance of the Property to the RDA.

**7. Contingencies.** The RDA's obligation to conclude this transaction is conditioned upon the following:

(a) Final approval of the terms of this Purchase Agreement by the RDA Board.

(b) Inspection Period. The Seller shall deliver to the RDA any of the following as are currently in the Seller's possession or readily available: any leases or agreements which affect the Property, surveys, studies, other plans and specifications relating to the Property, and any existing soil, geotechnical, and environmental assessments or reports relating to the Property. The Seller hereby agrees that the RDA shall have the unqualified right to terminate this Agreement at any time during the period up through and including 5:00 p.m. on that date which is forty-five (45) days from the date that this Agreement is consummated (said period referred to as the "Inspection Period"). If the RDA desires to exercise its option to terminate this Agreement, it shall do so by serving written notice of such exercise on the Seller on or before the expiration of the Inspection Period, whereupon this Purchase Agreement shall terminate without costs or further obligations to either Party. The RDA shall be permitted to perform invasive testing, sampling, boring, or drilling at the Property in connection with its inspection of the Property. If the RDA elects to obtain additional environmental testing, the RDA shall be entitled to extend the Inspection Period for a period of an additional forty-five (45) days. The cost of any testing shall be paid by the RDA. In the event RDA elects to close this transaction prior to the expiration of said forty-five (45) day Inspection Period, the RDA's right to inspection and termination shall be deemed waived however the duty of Seller to deliver all the identified documents to RDA shall survive Closing.

**8. Closing Date.** It is understood and agreed between the parties hereto that time is of the essence as to the acceptance, legal possession and date of closing and that this transaction shall be consummated no later than March 31, 2015.

**9. Access Before Closing Date.** The RDA and its contractors and agents shall have access to the Property for the purpose of inspection and testing as may be deemed necessary or desirable to satisfy the RDA as to the condition of the Property, including (without

limitation) access for surveys, soil tests, engineering investigations, and environmental audits, investigation, and testing. Such inspection and testing shall be at the RDA's sole cost and expense. The Property shall be returned to its pre-inspection and testing condition by the RDA and its contractors and agents after the completion of any inspection or testing conducted by or at the request of the RDA.

**10. Indemnity.** Seller, its successors and assigns, hereby agrees to indemnify and hold harmless the RDA, its officers, officials, employees, agents, and representatives, for, from, and against any or all claims, costs, demands, fines, damages, losses, orders, forfeitures, causes of action, or liabilities of any nature, in law or equity, including, but not limited to, cost of defense, reasonable attorney fees, investigation costs, removal action costs, or remediation costs incurred by Seller, including, but not limited to claims against the RDA by Seller, tenants at the Property, governmental entities, or other third parties, relating to or concerning contaminants or contamination on, under, or migrating from the Property existing on the closing date. For purposes of this Agreement, "contaminant" and "contamination" shall include, but are not limited to "pollution", as defined in sec. 281.01(10), Stats.; "solid waste", as defined in secs. 281.01(15) and 289.01(33), Stats.; "pollutant", as defined in sec. 283.01(13), Stats.; "air contaminant", as defined in sec. 285.01(1), Stats., "hazardous waste", as defined in secs. 289.01(12) and 291.01(7), Stats.; "hazardous substance", as defined in secs. 289.01(11) and 292.01(5), Stats.; and "environmental pollution", as defined in secs. 291.01(4) and 292.01(4), Stats.

**11. Possession.** Possession of the property by the RDA shall occur at closing. Seller agrees to remove all personal property owned by Seller when vacating the premises. Should Seller leave any said personal property when vacating, the RDA shall have the right to dispose of said property, without liability, ten (10) days after Seller vacates or abandons said property.

**12. Representation or Recommendation.** Seller hereby represents to the RDA that it has no notice or knowledge of any:

- (a) Government agency or court order requiring repair, alteration, or correction of any existing condition with respect to the property;

- (b) Any material violations of environmental laws or other laws or agreements regulating the use of the Property;
- (c) Conditions constituting a significant health or safety hazard for occupants of the Property;
- (d) Underground or aboveground storage tanks for storage of flammable, combustible, or hazardous materials, including, but not limited to gasoline and heating oil, which are currently or which were previously located on the Property. Notwithstanding the foregoing, Seller discloses and RDA acknowledges and accepts the existence of one (1) underground storage tank located on the Property. All costs and expenses relating to the removal of said tank shall be borne by RDA notwithstanding the provisions of Section 9 of this agreement.
- (e) Material levels of hazardous substances located on the Property or previous storage of material amounts of hazardous substances on the Property.
- (f) Wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 812.26) but which are not abandoned;

All of the representations, warranties, and agreements made in this Agreement shall survive the Closing.

**13. Proration.** General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year. Special assessments, if any, for work onsite actually commenced or levied prior to the effective date of this contract shall be paid by Seller no later than closing. This transaction is not subject to Wisconsin Real Estate Transfer fees under Wisconsin sec. 32.06.

**14. Delivery.** All communications required or permitted under the terms of this Agreement shall be in writing, addressed as follows, and shall be deemed given when delivered by hand or two (2) days following the date mailed, postage prepaid, by certified or registered mail, return receipt requested:

**To Seller:** Joseph Knickerbocker  
1725 Fairway Street  
Eau Claire, WI 54701

**To RDA:** Redevelopment Authority of the  
City of Eau Claire  
Attention: Kelly Thompson  
203 S. Farwell Street  
PO Box 5148  
Eau Claire, WI 54702-5148

- 15. Entirety of Agreement.** This Agreement constitutes the entirety of the agreement between the parties pertaining to the subject matter hereof, previous oral or written understandings notwithstanding.
- 16. Severability.** If one or more of the provisions of this Agreement are for any reason invalid, illegal or unenforceable, in whole or in part, then such provision or provisions only shall be void and shall not affect any other provisions of this Agreement. The remaining provisions of this Agreement shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed.
- 17. Successors and Assigns.** Each of the covenants, provisions and conditions contained in this Agreement shall apply to, bind and solely inure to the benefit of the Parties hereto, their successors and assigns.
- 18. Covenants Survive Closing.** Each of the covenants, provisions and conditions contained in this Agreement shall survive closing and continue to bind and benefit the Parties in perpetuity.

*Remainder of Page Intentionally Left Blank; Signature Page Follows*


IN WITNESS WHEREOF, the parties hereto, having read and understood the entirety of this agreement, and being fully authorized to do so, have hereunto set their hands and seals.

**BUYER:**

**REDEVELOPMENT AUTHORITY OF  
THE CITY OF EAU CLAIRE**

By:   
Michael DeRosa, Chair

Subscribed and sworn to before me this  
4th day of February, 2015

  
\* C J MARDIN

Notary Public

\* Please print or type name of notary

Eau Claire County, Wisconsin

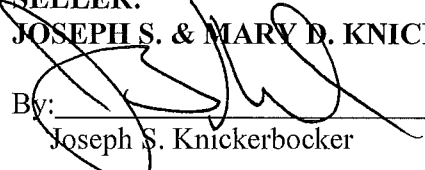
My commission expires 11.14.17.

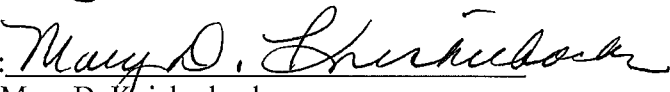
Approved as to form:

  
Stephen C. Nick, City Attorney

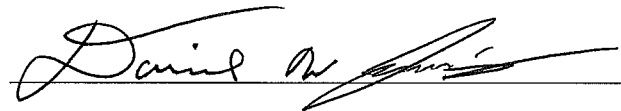
**SELLER:**

**JOSEPH S. & MARY D. KNICKERBOCKER**

By:   
Joseph S. Knickerbocker

By:   
Mary D. Knickerbocker

Subscribed and sworn to before me this  
06 day of January, 2015

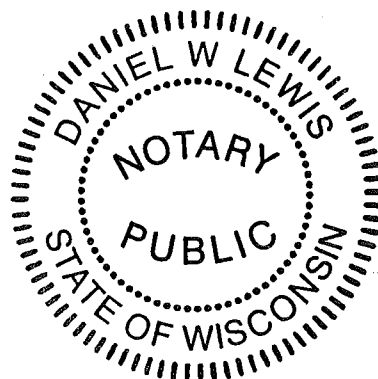
  
\* Daniel W Lewis

Notary Public

\* Please print or type name of notary

Eau Claire County, Wisconsin

My commission expires 09/01/2018.



## **EXHIBIT A**

Parcel 09-0022

Lots 4 and 5, Block 3, Whipple and Bellinger Addition, City of Eau Claire, Eau Claire County,  
Wisconsin

**Attachment D**  
**Community Organization**  
**Letters of Support**





---

December 8<sup>th</sup>, 2016

Mike Schatz, Economic Development Director  
City of Eau Claire  
203 S. Farwell Street  
Eau Claire, WI 54701

Dear Mr. Schatz:

Eau Claire Healthy Communities is pleased to provide a letter of commitment to the City of Eau Claire for their application to assess petroleum and hazardous materials at properties located along the west side corridor of the Chippewa River. We believe this opportunity will help towards creating healthier environments to improve health outcomes of those who live, work, and play in these areas.

Eau Claire Healthy Communities is a local community coalition that works to address health issues identified through our community health assessment. Healthy Communities represents a strong collaboration of over 200 local leaders, county health and human services staff, non-profits, city planners, and the medical and business community. Work is implemented through our five health focus action teams, dedicated to High-Risk Drinking Prevention, Chronic Disease Prevention, Healthy Relationships Promotion, Mental Health and Oral Health Promotion.

Eau Claire Healthy Communities has been a strong advocate and partner to help move forward many health initiatives including advocating for the City of Eau Claire to adopt a Health Chapter in its Comprehensive Plan, which the city council approved in 2013. Chapter policies such as reducing environmental exposures, promoting walkable mixed use developments and constructing complete streets for physical activity align with EPA, HUD and DOT's Sustainable Communities Indicators. Healthy Communities is currently working with the Medical College of Wisconsin through the Healthier Wisconsin Partnership Program grant funding to conduct a health impact assessment of proposed redevelopment of the Cannery and West Riverside districts.

Eau Claire Healthy Communities is committed to being involved in the assessment, remediation and redevelopment efforts. Our existing relationships, knowledge of community needs and priorities, and outreach networks will serve as an incredible asset for this assessment grant. We are willing to:

- Share our local knowledge and relationships to help endorse/champion this project.
- Serve as a connection with a broad cross-section of local leaders, organizations, and community members
- Engage with local leaders to help spread understanding how the remediation of the land will benefit the overall health of the community.
- Collaborate with City of Eau Claire officials throughout the assessment process and assisting with the time and talents of our members, as needed.

We see this assessment grant as a natural way to further ours and the City's commitments to build a healthier community and hope that you will award funds to conduct the assessment.

Sincerely,  
Eau Claire Healthy Communities Co-Chairs

Mel Kantor  
University of Wisconsin-Eau Claire

Maribeth Woodford  
Chippewa Valley Free Clinic



---

December 8<sup>th</sup>, 2016

Mike Schatz, Economic Development Director  
City of Eau Claire  
203 S. Farwell Street  
Eau Claire, WI 54701

Dear Mr. Schatz:

Eau Claire Healthy Communities is pleased to provide a letter of commitment to the City of Eau Claire for their application to assess petroleum and hazardous materials at properties located along the west side corridor of the Chippewa River. We believe this opportunity will help towards creating healthier environments to improve health outcomes of those who live, work, and play in these areas.

Eau Claire Healthy Communities is a local community coalition that works to address health issues identified through our community health assessment. Healthy Communities represents a strong collaboration of over 200 local leaders, county health and human services staff, non-profits, city planners, and the medical and business community. Work is implemented through our five health focus action teams, dedicated to High-Risk Drinking Prevention, Chronic Disease Prevention, Healthy Relationships Promotion, Mental Health and Oral Health Promotion.

Eau Claire Healthy Communities has been a strong advocate and partner to help move forward many health initiatives including advocating for the City of Eau Claire to adopt a Health Chapter in its Comprehensive Plan, which the city council approved in 2013. Chapter policies such as reducing environmental exposures, promoting walkable mixed use developments and constructing complete streets for physical activity align with EPA, HUD and DOT's Sustainable Communities Indicators. Healthy Communities is currently working with the Medical College of Wisconsin through the Healthier Wisconsin Partnership Program grant funding to conduct a health impact assessment of proposed redevelopment of the Cannery and West Riverside districts.

Eau Claire Healthy Communities is committed to being involved in the assessment, remediation and redevelopment efforts. Our existing relationships, knowledge of community needs and priorities, and outreach networks to will serve as an incredible asset for this assessment grant. We are willing to:

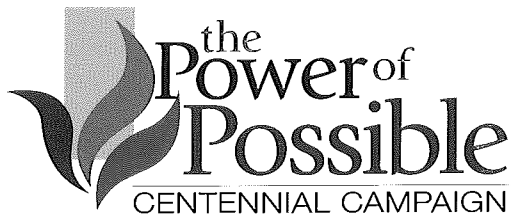
- Share our local knowledge and relationships to help endorse/champion this project.
- Serve as a connection with a broad cross-section of local leaders, organizations, and community members
- Engage with local leaders to help spread understanding how the remediation of the land will benefit the overall health of the community.
- Collaborate with City of Eau Claire officials throughout the assessment process and assisting with the time and talents of our members, as needed.

We see this assessment grant as a natural way to further ours and the City's commitments to build a healthier community and hope that you will award funds to conduct the assessment.

Sincerely,  
Eau Claire Healthy Communities Co-Chairs

Mel Kantor  
University of Wisconsin-Eau Claire

Maribeth Woodford  
Chippewa Valley Free Clinic



December 19, 2016

Mr. Mike Schatz, Economic Development Director  
203 S. Farwell St.  
Eau Claire, WI 54701

Email: [Schmidtj@AyresAssociates.com](mailto:Schmidtj@AyresAssociates.com)

Dear Mike,

The University of Wisconsin-Eau Claire Foundation is pleased to support the City of Eau Claire's proposal for \$200,000 for Haz Materials Assessment and \$100,000 for Petroleum Assessment. As an engaged community-based organization focused on redevelopment and job creation in our downtown area, we have agreed to directly participate in the City's proposed "Chippewa River Rediscovery" Brownfield Initiative to help ensure the concerns and needs of all residents are met.

Like all other organizations and residents in the City of Eau Claire, we feel that the Chippewa River waterway has had a huge impact on our economic history. Throughout the years the Chippewa River corridor has lost its importance through the economic shifts in the community. The poverty and loss of economic vitality needs to reverse itself, and we think the City is heading in the right direction with this initiative. The Foundation and University have been integrally involved in creating the Confluence Arts Center and the Blugold Real Estate Foundation is the developer and joint owner of the Haymarket Landing mixed used project at the confluence of the Eau Claire and Chippewa Rivers. Additionally, Blugold Real Estate Foundation owns 24 acres of land on the Chippewa River that will be developed into an event center/YMCA/community wellness project.

We have discussed your proposed "Chippewa River Rediscovery" Brownfields Redevelopment Program with our elected officials, reviewed your application materials, and are excited to partner with you in guiding this initiative, which is a work in process and gaining momentum. Our commitment to you and the program includes having a representative from our organization serve on your proposed Brownfields Advisory Committee to help guide program development and implementation. In addition, we have agreed to use our existing relationships, knowledge of community needs and priorities, and outreach networks to encourage direct participation in the program by the community members that we serve as well as other community residents and stakeholders.

The USEPA Brownfield Assessment grants will support our City's priority redevelopment areas along the Chippewa River corridor, in addition to supporting our mission of having a quality place to live and work, growing our local businesses, and collaborating with government organizations. For these reasons, we are pleased to provide this letter of support and are hopeful that these grants will be awarded to the City of Eau Claire, Wisconsin. Should the City secure this funding, we will notify our stakeholders of the availability of this funding and encourage them to work with the City, State and EPA as the grants are implemented.

The University of Wisconsin-Eau Claire Foundation, Blugold Real Estate Foundation and the University are poised to assist you in facilitating and coordinating public meetings and disseminating information regarding the development of brownfield sites in our community. We will also assist you with promoting

*What can you make possible today?*

---

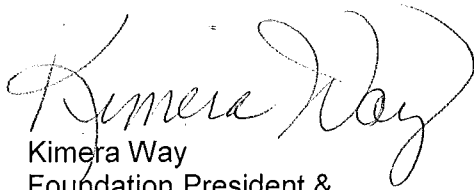
University of Wisconsin-Eau Claire Foundation Inc.

Schofield Hall 214 • 105 Garfield Avenue • P.O. Box 4004 • Eau Claire, WI 54702-4004 • 715-836-5630 • FAX: 715-836-4375  
[foundation@uwec.edu](mailto:foundation@uwec.edu) • [www.uwec.edu/foundation](http://www.uwec.edu/foundation)

sites to businesses and developers for potential reuse, assist your staff in business recruitment efforts, and provide you with historical resources through our online resource directory. Moreover, to the extent we can, we will attempt to provide you or recommend specialists to review or draft preliminary designs or market potential sites for redevelopment. If needed, you may use the university campus, library or Davies Center to facilitate any of your public outreach meetings.

Securing USEPA funding is another critical step in the City of Eau Claire's economic recovery and ensuring the future health and well-being of all our residents. We are excited to participate in the program and respectfully urge the EPA to fully fund these grant requests. If more information is needed from us, please do not hesitate to contact me at 715-836-5180.

Regards,



Kimera Way  
Foundation President &  
Executive Director Advancement

rl

cc: Lori Rosemore: [rosemorl@ayresassociates.com](mailto:rosemorl@ayresassociates.com)

**December 7, 2016**

**Mike Schatz, Economic Development Director  
City of Eau Claire  
203 S. Farwell Street  
Eau Claire, WI 54701  
Email: [Mike.Schatz@EauClaireWI.gov](mailto:Mike.Schatz@EauClaireWI.gov)**



**Re: USEPA Brownfield Petroleum & Hazardous Substances Assessment Grants**

Dear Mr. Schatz,

The City of Eau Claire's Advisory Commission on Sustainability is more than pleased to provide this letter of support for the City's EPA Brownfield Assessment Grant applications. We understand that two applications are being submitted, one for a \$200,000 Hazardous Materials Assessment and one for a \$100,000 Petroleum Assessment at potential redevelopment properties located along the west bank of the Chippewa River. It is very critical to assess these potentially contaminated lands now so that redevelopment expectations are known and remediation can occur.

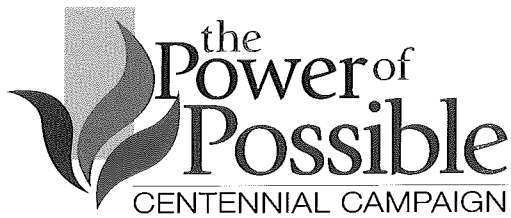
The commission's mission is to work on "sustainable policy and practices relative to the community's environment, including natural resources, energy, food, waste, hazardous materials, and pollution". To that end, we are a willing partner. We currently have brownfields as a top priority in our work plan. We are able to assist in reviewing assessment documents and make recommendations if the City receives funding. Our members cover a diverse range of skill. We have serving a DNR remediation specialist, chemistry professor, corporate environmental director, a Pew Charitable Trusts environmental policy leader and a toxicologist. The toxicologist is willing to provide a "learning laboratory" to his environment public health students at the University of WI – Eau Claire (UWEC). His students could gain first-hand assessment knowledge about what it takes to clean up blighted and polluted lands for reuse. Four members are UWEC faculty and this will help strengthen the partnership between the City and the university as work continues beyond the grant. Finally, the commission can serve as a public forum venue so that the assessment's findings can be conveyed.

No longer are our rivers a sewer main but the legacy of previous harmful land use decisions needs rectifying. The "Chippewa River Rediscovery" Brownfields Redevelopment Program is the next major step to harness the potential of our rivers for sustainable development. Without the grants, the private sector is unwilling to take the risk and therefore the City needs this funding. Again, the commission is there to help and is a willing partner. Please contact me at 715-834-1370 or at [brianflarson@sbcglobal.net](mailto:brianflarson@sbcglobal.net) if you have any questions.

Sustainably,



Brian Larson, Chair of Advisory Commission on Sustainability



December 19, 2016

Mr. Mike Schatz, Economic Development Director  
203 S. Farwell St.  
Eau Claire, WI 54701

Email: [Schmidtj@AyresAssociates.com](mailto:Schmidtj@AyresAssociates.com)

Dear Mike,

The University of Wisconsin-Eau Claire Foundation is pleased to support the City of Eau Claire's proposal for \$200,000 for Haz Materials Assessment and \$100,000 for Petroleum Assessment. As an engaged community-based organization focused on redevelopment and job creation in our downtown area, we have agreed to directly participate in the City's proposed "Chippewa River Rediscovery" Brownfield Initiative to help ensure the concerns and needs of all residents are met.

Like all other organizations and residents in the City of Eau Claire, we feel that the Chippewa River waterway has had a huge impact on our economic history. Throughout the years the Chippewa River corridor has lost its importance through the economic shifts in the community. The poverty and loss of economic vitality needs to reverse itself, and we think the City is heading in the right direction with this initiative. The Foundation and University have been integrally involved in creating the Confluence Arts Center and the Blugold Real Estate Foundation is the developer and joint owner of the Haymarket Landing mixed used project at the confluence of the Eau Claire and Chippewa Rivers. Additionally, Blugold Real Estate Foundation owns 24 acres of land on the Chippewa River that will be developed into an event center/YMCA/community wellness project.

We have discussed your proposed "Chippewa River Rediscovery" Brownfields Redevelopment Program with our elected officials, reviewed your application materials, and are excited to partner with you in guiding this initiative, which is a work in process and gaining momentum. Our commitment to you and the program includes having a representative from our organization serve on your proposed Brownfields Advisory Committee to help guide program development and implementation. In addition, we have agreed to use our existing relationships, knowledge of community needs and priorities, and outreach networks to encourage direct participation in the program by the community members that we serve as well as other community residents and stakeholders.

The USEPA Brownfield Assessment grants will support our City's priority redevelopment areas along the Chippewa River corridor, in addition to supporting our mission of having a quality place to live and work, growing our local businesses, and collaborating with government organizations. For these reasons, we are pleased to provide this letter of support and are hopeful that these grants will be awarded to the City of Eau Claire, Wisconsin. Should the City secure this funding, we will notify our stakeholders of the availability of this funding and encourage them to work with the City, State and EPA as the grants are implemented.

The University of Wisconsin-Eau Claire Foundation, Blugold Real Estate Foundation and the University are poised to assist you in facilitating and coordinating public meetings and disseminating information regarding the development of brownfield sites in our community. We will also assist you with promoting

*What can you make possible today?*

---

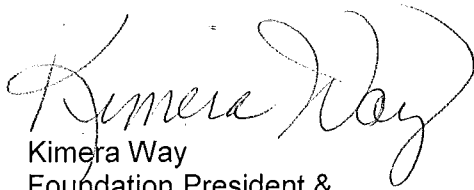
University of Wisconsin-Eau Claire Foundation Inc.

Schofield Hall 214 • 105 Garfield Avenue • P.O. Box 4004 • Eau Claire, WI 54702-4004 • 715-836-5630 • FAX: 715-836-4375  
[foundation@uwec.edu](mailto:foundation@uwec.edu) • [www.uwec.edu/foundation](http://www.uwec.edu/foundation)

sites to businesses and developers for potential reuse, assist your staff in business recruitment efforts, and provide you with historical resources through our online resource directory. Moreover, to the extent we can, we will attempt to provide you or recommend specialists to review or draft preliminary designs or market potential sites for redevelopment. If needed, you may use the university campus, library or Davies Center to facilitate any of your public outreach meetings.

Securing USEPA funding is another critical step in the City of Eau Claire's economic recovery and ensuring the future health and well-being of all our residents. We are excited to participate in the program and respectfully urge the EPA to fully fund these grant requests. If more information is needed from us, please do not hesitate to contact me at 715-836-5180.

Regards,



Kimera Way  
Foundation President &  
Executive Director Advancement

rl

cc: Lori Rosemore: [rosemorl@ayresassociates.com](mailto:rosemorl@ayresassociates.com)



A united voice for transit riders, bicyclists, and pedestrians in Eau Claire & neighboring counties of West Central Wisconsin  
Chippewa Valley Transit Alliance, Inc., P.O. Box 524, Eau Claire, WI 54702

December 8, 2016

Mr. Mike Schatz, Economic Development Director  
203 S. Farwell St.  
Eau Claire, WI 54701

## **In support of Eau Claire riverfront redevelopment**

**CVTA supports City of Eau Claire application for USEPA Brownfields Petroleum Assessment and Hazardous Substances Assessment Grant**

Dear Mr. Schatz:

The Chippewa Valley Transit Alliance (CVTA) is happy to support the City of Eau Claire in its application for the USEPA Brownfields Petroleum Assessment Grant (\$100,000) and Hazardous Substances Assessment Grant (\$200,000). As a regional private nonprofit organization dedicated to improving the lives of bicyclists, pedestrians and transit riders, we feel that the opportunity that the City of Eau Claire has to further revitalize brownfield sites and the waterfront is critical to improving quality of life in our city. The "Chippewa River Rediscovery" Brownfield Initiative will provide spectacular access for bicyclists and pedestrians both for transportation and recreation along the beautiful downtown river corridors, and provide better access to shopping, jobs, and entertainment in our community.

The City of Eau Claire has shown leadership involving citizens and the business community in planning and visioning efforts that look critically at the future of downtown Eau Claire and the waterfront. CVTA is committed to being a part of the civic engagement effort that should include the entire community, and the relationships that we have built up over the years can aid in finding diverse committed stakeholders. As CVTA treasurer I am happy to serve on the proposed Brownfields Advisory Committee to help guide program development and implementation.

CVTA is excited to support this grant, and contribute time and resources toward successful redevelopment along the waterfront. We think it is a great opportunity for us to work more closely with the private sector for economic development along our waterfronts as we kick off our Bicycle Friendly Business program with the League of American Bicyclists. We will be happy to coordinate public meetings and disseminate information regarding the opportunities for redevelopment to businesses and developers as we carry out the Chippewa River Rediscovery.

Securing USEPA funding is another critical step in the City of Eau Claire's economic recovery and ensuring the future health and well-being of all our residents. CVTA strongly supports the EPA fully funding these grant requests. If more information is needed from CVTA do not hesitate to contact me at [jgragert@gmail.com](mailto:jgragert@gmail.com), or 612-220-1970.

Sincerely,

Jeremy Gragert, M.S.E., Treasurer  
Chippewa Valley Transit Alliance, Inc.  
451 Lincoln Ave.  
Eau Claire, WI 54701



## **Historic Randall Park Neighborhood Association**

203 S. Farwell Street, Eau Claire, WI 54703 [info@randallparkneighborhood.com](mailto:info@randallparkneighborhood.com)

December 9, 2016

Mr. Mike Schatz, Economic Development Director  
203 S. Farwell Street  
Eau Claire, WI 54701

Email: [Mike.Schatz@EauClaireWi.gov](mailto:Mike.Schatz@EauClaireWi.gov)

Dear Mike,

I am writing this letter on behalf of the Historic Randall Park Neighborhood Association. We are happy to support the City of Eau Claire in its efforts to obtain an EPA grant for the purpose of assessing hazardous materials and petroleum environmental issues along the Chippewa River corridor.

The Chippewa River borders our neighborhood on its east and south side, and this study could be applied to a portion of the southern edge of our neighborhood. This area includes well traveled bike paths, homes, a church, offices for the Park District, and the Hobbs Recreational Center. Many people, not just neighbors, would benefit from having a vital, healthy river corridor.

A few years ago, our neighborhood association was instrumental in helping the City build support and awareness for removing hazardous materials in Owen Park, a beloved park along the Chippewa River on the east side of our neighborhood. Our association hosted a meeting, provided refreshments, used our master list of neighbor's emails to send information about the project and about follow-up meetings, and networked with other neighborhood associations and community organizations. We would be willing to provide this same type of support should this grant be awarded. We also have a strong working relationship with the University of Wisconsin at Eau Claire, and we could help to recruit student volunteers if that would be helpful.

The City added a new chapter to its Comprehensive Plan this year, Neighborhoods and Districts, and our historic neighborhood, directly west and across the Chippewa River from new downtown development, is sure to benefit from the focus on revitalization and redevelopment. Having a healthy riverfront corridor is essential to this future revitalization.

Sincerely,  
*Helene Smiar*

Helene Smiar  
President, Historic Randall Park Neighborhood Assoc.



December 19, 2016

Mr. Mike Schatz, Economic Development Director  
City of Eau Claire  
203 S. Farwell Street  
Eau Claire, WI 54701

Re: Riverfront Revitalization Project

Dear Mr. Schatz,

I am writing this letter on behalf of the Eau Claire City-County Health Department. We are happy to support the City of Eau Claire in its efforts to obtain an EPA grant for the purpose of assessing hazardous materials and petroleum environmental issues along the Chippewa River.

The health department has worked for decades to eliminate environmental hazards that result in negative health outcomes for Eau Claire residents. This opportunity is very much in line with that mission. With each new case of a lead poisoned child from contaminated soil or a VOC contaminated well, I struggle to research ways to eliminate these old legacy problems, left by our industrial past.

The Eau Claire City-County Health Department will be honored to hold a seat at the table on the Brownfield Advisory Committee. It will be a leader in reviewing and commenting on remedial investigations, priorities and ABCAs. The department will also consult with the City on health advisories and provide input on recommended strategies of keeping the riverfront healthy.

Internally, we have a full service drinking water lab and a chemist and geologist on staff. We also have a strong working relationship with the University of Wisconsin at Eau Claire, and we could help to recruit student volunteers and passionate professors to assist in efforts that spawn from the assessments.

I believe an investment of resources by the EPA in this knowledgeable and talented group here in Eau Claire will pay dividends to future generations.

Sincerely,

Shane Sanderson, **MS, JD, REHS** | *Environmental Health Director*

[shane.sanderson@co.eau-claire.wi.us](mailto:shane.sanderson@co.eau-claire.wi.us)

(P) 715-839-4726 (F) 715-839-1674

720 Second Avenue, Eau Claire, WI 54703

[www.ehealthdepartment.org](http://www.ehealthdepartment.org)



Eau Claire City-County  
**Health Department**



# Clear Vision

www.clearvisioneauclaire.org

## Executive Directors

Ann C. Rupnow, President  
UW-Eau Claire

Don Mowry, Past President  
UW-Eau Claire Emeriti

David Morley, Secretary  
Retired School Administrator

Carol Craig, Treasurer  
Retired ECASD Board  
President

## Directors

Jo Ellen Burke  
Joyous Horse Art Studio

Kasey Grams  
Bilski and Associates

Lance Gurney  
Eau Claire County

Vicki Hoehn  
Royal Credit Union

Mike Huggins  
Retired City Manager

Julia Johnson  
JAMF Software

Dale Peters  
Eau Claire City Manager

Mike Rindo  
UW-Eau Claire

Aaron Salmon  
Art Director and User  
Experience Engineer

Ann Schell  
West Central Wisconsin  
Regional Planning  
Commission

Mark Troendle  
L.E. Phillips Public Library

Michael Wangard  
UW-Eau Claire Student

Sheng Xiong  
Mid-West Family  
Broadcasting

December 9, 2016

Mr. Mike Schatz  
City of Eau Claire Economic Development Director  
203 S. Farwell St.  
Eau Claire, WI 54701

Dear Mike:

Clear Vision Eau Claire supports the City of Eau Claire's proposal for two USEPA Brownfields Assessment Grants: \$200,000 for Hazardous Materials Assessment and \$100,000 for Petroleum Assessment.

Clear Vision Eau Claire is a non-profit organization founded on three basic principles: preserving the quality of life, transforming the local economy and empowering the individual. We feel that the opportunity that the City of Eau Claire has to further revitalize brownfield sites and the waterfront is critical to improving the quality of life in our city.

A central part of Clear Vision Eau Claire is convening citizens to create action plans to address community priorities. The Clear Vision Board of Directors has discussed your proposed "Chippewa River Rediscovery" Brownfields Redevelopment Program and – given our process, and past success in using it – we are willing to share our knowledge, relationships and process to help serve as a connector with local organizations and community members.

With leadership from the City of Eau Claire there is now vision for redeveloping the land along the Chippewa River corridor to include viable options, like walking and biking – options that enhance and improve our citizen's quality of life.

We believe the USEPA Brownfield grant will be a great opportunity for collaboration with the private sector for economic development along our beautiful waterfronts.

Sincerely,

Ann C. Rupnow, President  
(715) 836-5026  
[rupnowac@uwec.edu](mailto:rupnowac@uwec.edu)

Downtown Eau Claire, Inc.  
203 S. Farwell St.  
Eau Claire, WI 54701  
[www.DowntownEauClaire.org](http://www.DowntownEauClaire.org)



December 8, 2016

Mr. Mike Schatz  
City of Eau Claire Economic Development Director  
203 S. Farwell St.  
Eau Claire, WI 54701

Dear Mike:

Downtown Eau Claire, Inc. supports the City of Eau Claire's proposal for two USEPA Brownfields Assessment Grants: \$200,000 for Hazardous Materials Assessment and \$100,000 for Petroleum Assessment.

Downtown Eau Claire, Inc. (DECI) is Eau Claire's non-profit organization dedicated to promoting the development of business, housing, cultural resources, and activities within Downtown Eau Claire. Of note, land comprising Downtown Eau Claire borders over 2 miles of riverfront along the Chippewa and Eau Claire Rivers. Also, most of the land area considered "Downtown" is within 4 blocks of these vital waterways. The Brownfield Initiative aligns with and complements the mission of Downtown Eau Claire, Inc.

DECI consists of a 21-person Board of Directors and a membership of more than 100 businesses and individuals. Our board and membership is diverse and has representation from large, corporations, small retail business owners, non-profit organizations, government, developers, and surrounding neighborhoods. We oversee four business improvement districts. Our broad representation recognizes the role healthy waterways play in our community. We've enjoyed a healthy start to redevelopment along the Chippewa River corridor and desire to continue the forward momentum enjoyed thus far. Residents and visitors flock to the river and Downtown to take advantage of festivals, parades and events DECI sponsors. Bringing more amenities on-line will continue to build community and attract more economic development to Downtown Eau Claire.

DECI will make available its *many resources* to effectively communicate with our members and the greater community. We will utilize our electronic newsletter that reaches 3,100 people, our Facebook page that has a following of 8,300 area residents, our Downtown Eau Claire, Inc website and other avenues to effectively relay information. Our close working relationship with City of Eau Claire staff and other community organizations allows efficient, broad-reaching and thorough communication channels.

The USEPA Brownfield Assessment grants will support our mission of redevelopment. More specifically, it will assist in the City's plan for redevelopment along the Chippewa River corridor. This grant aligns perfectly with DECI's goals. Please let us know what we can do to assist in the efforts to secure these grants for the City of Eau Claire, Wisconsin.

Thank you for your consideration,

A handwritten signature in black ink, reading "Vicki J. Hreh".

**Downtown Eau Claire, Inc.**

203 South Farwell St, P.O. Box 5148 | Eau Claire, WI 54702 | 715.839.4914 | [www.DowntownEauClaire.org](http://www.DowntownEauClaire.org)

**Attachment E**  
**Applicant Eligibility and**  
**Threshold Criteria**

## Threshold Criteria for Assessment Grants

### **1. Applicant Eligibility**

The applicant for this combined EPA Community-Wide Hazardous Materials and Petroleum Assessment Grant is the City of Eau Claire, WI. The City of Eau Claire fulfills the definition of an “eligible entity” by being a recognized political subdivision as defined by the State’s legislative definition of a political subdivision per 40 CFR stats. 35.6016 (a) (31). The City of Eau Claire is a General Purpose Unit of Local Government as defined in the eligibility requirements for this grant.

### **2. Community Involvement**

Residents will be kept informed throughout the project through public meetings, project updates posted on the City website, and flyers and other publications. Distribution of flyers and other publications and the use of public meetings will ensure that the City and our stakeholders communicates with and seeks input from the widest range of citizenry possible. The City will continue to gather input as appropriate from private and public entities. The dominant language in the study area is English and is the language used by local newspapers to print legal announcements. Since there are Spanish-speaking community members who will be part of this “Riverfront Revitalization” effort, including transient populations of migrant workers, public notices will be translated and published in Hmong, and Hmong language interpreters will be provided by the City at any public meeting to discuss this initiative, as needed.

The public involvement process will include public participation assemblies and open houses during the course of developing our brownfield program. Through public meetings we will introduce the participants to the “whys” and “hows” of the EPA Brownfield assessment and planning process. These participatory activities will involve group interaction providing citizens an opportunity to make a critical assessment of our community. Additional public meetings may also be held focused on discovery and information gathering that provide our consultant with access to “insider” knowledge about important landmarks, pathways, and best kept secrets in Eau Claire. A stakeholders group of key business owners, educators, citizens, and officials will be formed (Brownfield Advisory Committee) and periodically convene to collaborate with our consultants for the drafting of alternative project visions and imagery for consideration by the public.

**Attachment F**  
**Supporting Documentation**



## West Bank (Oxford Avenue) Redevelopment District

- The West Bank Redevelopment District, established in May 2008, is located north of Madison Street along the Chippewa River. The City of Eau Claire adopted the West Riverside District plan in 2011, which includes the 30-acre West Bank Redevelopment District. The plan makes recommendations on where redevelopment and public space should be located within the redevelopment district. The Redevelopment Authority continues to negotiate the purchase of property within the district. Two properties were acquired in 2012. Ten Maple Street was purchased from Jerry and Kathleen Evans. In addition, the building at 28 Maple Street was purchased from Chuck and Dale Gable. In mid-December 2012, the building was demolished after receiving a nearly \$19,000 grant from the State's Strategic Blight Elimination Program through WHEDA and the Wisconsin Department of Financial Institutions.

**The RDA will also begin to consider how the newly acquired property should be used. Discussions on future agendas will include the possibilities of utilizing the waterfront and additional bike trails.**

Recent News:

### Eau Claire Redevelopment Authority Purchases Riverside Property

- **October 2013:** The City of Eau Claire Redevelopment Authority (RDA) recently purchased a building on Oxford Avenue in the West Bank Redevelopment District with plans to redevelop the land.
- The RDA purchased the property from Bartingale Mechanical for \$360,000. The City of Eau Claire plans to raze the buildings on the property to make way for future development along the river. Bartingale Mechanical will move to a new building, though they will stay at their Oxford Avenue location until the end of 2013 as part of the agreement.
- 
- 



Demolition of MN Wire & Cable - April 20, 2009





# Health Impact Assessment Information Sheet

## Why do a health impact assessment (HIA)?

Many of our urgent health problems are shaped by conditions in the places where we live, work, and play. In order to improve health, we want to routinely consider health when making policies that shape the world outside the doctor's office.

## What is a health impact assessment?

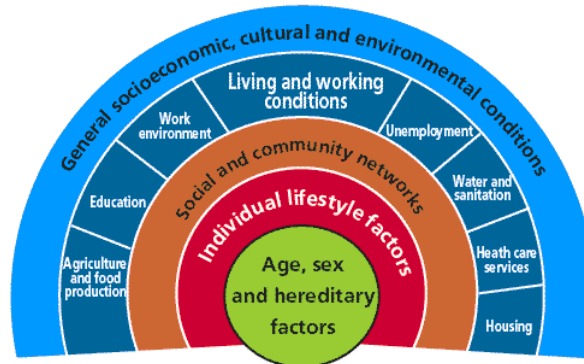
HIA identifies the likely health impacts of a decision that's not already health-driven, such as building a roadway, developing an economic policy, or community development. HIAs can help identify unintended risks, reduce unnecessary costs, and find practical solutions to improve wellness of the community.

### What are the benefits of an HIA?

- Provides input and necessary information early in decision-making process
- Helps identify trade-offs for decision-makers
- Offers a structured approach
- Considers historical, cumulative, and disparate impacts
- Supports community participation
- New collaborations between community organizations, public agencies, and other stakeholders.

## How HIA can add to existing work in the Eau Claire community:

1. Helps collect scientific data to inform policy and projects in a way that improves health and diminishes health disparities.
2. Build relationships between community members and stakeholders by engaging diverse and at times opposing perspectives in discussions that result in mutually beneficial systems change.
3. Help stakeholders understand factors that impact health and how to advocate for improving health in the future.
4. Monitor recommendations from report to track health impacts from policy or project



## There are six steps to an HIA:

1. **Screening** -Determines the need and value of an HIA
2. **Scoping** – Determines which health impacts to evaluate, methods for analysis, and work plan
3. **Assessment** – Provides a profile of existing health conditions and evaluates potential health impacts
4. **Recommendations** – Provides strategies to minimize potential adverse health impacts
5. **Reporting** – Develops the HIA report and communicates findings and recommendations
6. **Monitoring** – Tracks impacts of the HIA on decision-making processes, as well as impacts of the decision on health determinants

# Update of Historic Randall Park



## Neighborhood Plan

City of Eau Claire  
September, 2014



**RESOLUTION**

**RESOLUTION ADOPTING THE UPDATE OF THE HISTORIC RANDALL PARK NEIGHBORHOOD PLAN AS PART OF THE CITY'S COMPREHENSIVE PLAN.**

**WHEREAS**, the Eau Claire City Plan Commission has studied and considered the update of the Historic Randall Park Neighborhood Plan as part of the City's Comprehensive Plan; and

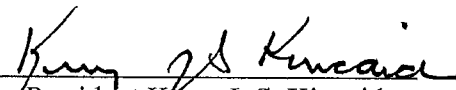
**WHEREAS**, the City Plan Commission recommended adoption of the update of the Historic Randall Park Neighborhood Plan on September 2, 2014, and made a finding that said plan is consistent with the City's Comprehensive Plan.

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to Wis. Statutes; Section 66.1001, the City Council, as an aid to the Plan Commission and the City Council in the performance of their duties, does hereby adopt the update of the Randall Park Neighborhood Plan, a copy of which is on file in the office of the City Clerk and open to public inspection during normal business hours, as part of the Comprehensive Plan of the City of Eau Claire and is incorporated into this plan by reference.

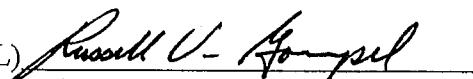
**BE IT FURTHER RESOLVED** that in adopting this update of the neighborhood plan that the City Council finds said plan to be consistent with the City's Comprehensive Plan, specifically Land Use Chapter Objective 4 (Residential Neighborhoods), Policy 4 (Neighborhood Planning).

Adopted,  
September 9, 2014

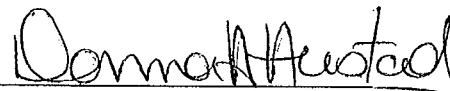
(SEAL)

  
President Kerry J. S. Kincaid

(SEAL)

  
City Manager Russell Van Gompel

(ATTESTED)

  
City Clerk Donna A. Austad

**RESOLUTION RECOMMENDING ADOPTION OF THE  
UPDATE OF THE HISTORIC RANDALL PARK  
NEIGHBORHOOD PLAN**

**WHEREAS**, the Historic Randall Park Neighborhood Association requested the Eau Claire City Plan Commission to update the neighborhood plan for the Randall Park Neighborhood which was last updated in 1995; and

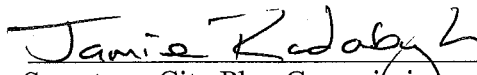
**WHEREAS**, the Plan Commission has directed the Department of Community Development to work with the Historic Randall Park Neighborhood Association in the update of the neighborhood plan; and

**WHEREAS**, the Randall Park Neighborhood Association and Department of Community Development have drafted an update for the neighborhood that includes: a neighborhood profile, identification of issues, development of vision and goal statements, and development of recommendations to address issues and problems that have been identified; and

**WHEREAS**, the City of Eau Claire adopted a Comprehensive Plan on September 27, 2005, in accordance with the provisions of Wis. Statutes, Section 66.1001; and

**WHEREAS**, the City Plan Commission finds the update of the Historic Randall Park Neighborhood Plan to be consistent with said Comprehensive Plan, specifically Land Use Chapter Objective 4 (Residential Neighborhoods), Policy 4 (Neighborhood Planning).

**NOW, THEREFORE, BE IT RESOLVED** that the Eau Claire City Plan Commission recommends to the City Council that the update of the Historic Randall Park Neighborhood Plan be adopted as part of the City of Eau Claire's Comprehensive Plan.

  
Secretary, City Plan Commission

Adopted,

September 2, 2014

---

## ***Acknowledgements***

### ***City Council Members***

David Duax

Catherine Emmanuelle

Kerry Kincaid

David Klinkhammer

Eric Larsen

Monica Lewis

Kathy Mitchell

David Strobel

Bob Von Haden

Andrew Werthmann

Michael Xiong

### ***Plan Commission Members***

Jenny Ebert

Terry Pederson

Jamie Radabaugh

James Seymour

Eric Larsen

Kathy Mitchell

John Hibbard

Jim Lahti

Terry Weld

### ***Neighborhood Advisory Committee Members***

Marlene Arntson

John Curtis

Analisa DeGrave

Andrea Gapko

Steve Reuter, Water Street BID

Helene Smiar

Dave Barnes

Sarah Curtis

Kevin Dettmann

Charles Ivey

Mike Rindo, UWEC

Ken Ziehr

---

---

## **TABLE OF CONTENTS**

	<b><u>Page #</u></b>
Introduction .....	1
Background .....	7
Strengths and Resources .....	26
Summary of Planning Issues .....	27
Plan Vision and Goals.....	33
Neighborhood Strategies .....	35

## ***List of Maps***

	<b><u>Page #</u></b>
Map 1: Neighborhood Boundary .....	1
Map 2: Land Use .....	8
Map 3: Zoning .....	11
Map 4: Generalized 100-year Floodplain Boundary .....	13
Map 5: 2010 Housing Condition .....	14
Map 6: One-and Two-family Dwellings.....	16
Map 7: Historic Properties .....	19
Map 8: Police Activity in 2012.....	20
Map 9: Street Classification & Traffic Counts .....	21
Map 10: Pavement Condition .....	23
Map 11: Parking Restrictions .....	25
Map 12: Overview of Recommendations .....	39

---



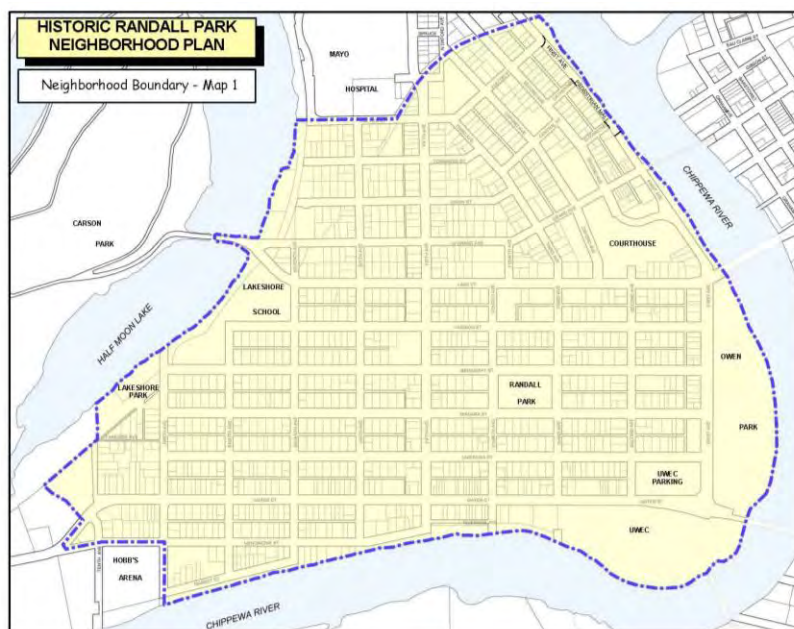
# INTRODUCTION

## **PURPOSE**

This plan is an update of the 1995 neighborhood plan and policies for the Historic Randall Park Neighborhood which at that time was referred to as the West Side Neighborhood. This plan has been developed as a mutual effort between the Historic Randall Park Neighborhood Association and the City of Eau Claire.

The original plan for the neighborhood was prepared in 1978 and later revised in 1982. The plan was then updated again in 1995. This plan, like the previous neighborhood plans, provides the framework for the identification of issues present within the Historic Randall Park Neighborhood and sets forth recommendations to guide policy and public and private investments for the next 10 to 15 years. Map 1 shows the boundary of the neighborhood.

This plan is an element of the City's Comprehensive Plan and is based on policies contained within that document. This plan also was prepared in conjunction with related City plans such as the City's Waterways Plan, Bicycle and Pedestrian Plan, and Water Street Commercial District Plan.



## **BACKGROUND**

The Historic Randall Park Neighborhood is one of the oldest inner-city residential areas in Eau Claire. Many of the homes were built when the City was first settled between 1870 and the early 1900s. At about the same time period, the Water Street Commercial District was getting its start with the aid of commerce from the steamboats traveling up the Chippewa River from the south and the construction of the first Water Street Bridge in 1885.

Prior to the 1950s, the area was a stable neighborhood with predominately single-family homes conveniently located across the river from what is now the University of Wisconsin-Eau Claire campus to the south and the Downtown to the east.

Beginning in the 1960s, the neighborhood began to experience a gradual transition with the conversion of many single-family homes to rental units for University students. The conversion of homes to multiple rental units was stimulated in part by the R-3 and R-4 zoning that was put



into place in 1952. The rapid increase in enrollment at the University during the 1960s led to an increase in demand for student housing in the area. As the student population grew within the neighborhood, families moved out resulting in declines in enrollment at Randall School, which was the neighborhood elementary school at that time.

Residents of the neighborhood started to notice a general decline in the appearance and upkeep of the area as homes were converted into rentals. This was the result of deferred maintenance on many properties and from insensitive remodeling to older homes. The neighborhood also experienced increased pressures within the area resulting from the added population density which occurred from the conversion of the homes into rentals. Problems such as congested street parking, higher traffic volumes on some streets, vandalism, late night noise complaints, and increased problems with trash and litter were some examples.

At this same time, the neighborhood experienced some new construction of apartments in response to the demand for additional student housing. The scale, design, and density characteristic of these buildings were not compatible with the older houses in the neighborhood.

Neighborhood residents felt that if this transition was left unchecked, further deterioration of the neighborhood and tax base would result. This in turn would result in a further exodus of families from the area. In response, residents organized to form a neighborhood association in 1978 and asked for assistance from the City in the preparation of a plan aimed at addressing problems related to zoning, conversion of homes to student rentals, housing conditions, density, inappropriate rehabilitation, and other related issues facing the neighborhood.

### ***OVERVIEW OF ORIGINAL AND UPDATED PLANS***

The plan for the neighborhood was adopted by the City in 1978 with some format changes incorporated into the plan in 1982. The overall objective of the plan was to stabilize and preserve the character of the neighborhood in order to encourage the remaining families in the neighborhood to stay. In addition, through improvements to the area, to encourage additional families to move into the neighborhood that would also have a stake in the neighborhood. This was to be accomplished through recommendations related to: stabilizing the density within the neighborhood, encouraging more sensitive rehabilitation and remodeling of the existing homes, and improving building and property upkeep and maintenance through more active code enforcement.

Between 1978 and 1995 much was accomplished to improve the stability of the neighborhood and eliminate or reduce problems which were identified at that time. An example of some of the improvements which occurred during this timeframe include:

- **Zoning Regulations.** The City adopted conservancy zoning regulations and down-zoned the neighborhood to R-2 (1 and 2 Family Residential) and RM (Mixed Residential) zoning classifications. This helped address the issues of excessive densities on the smaller lots, conversion of homes to duplexes and rooming houses, and the removal of existing homes for the construction of apartments.
- **Intensified Housing Program.** The City/County Health Department developed the Intensified Housing Enforcement Program to address blighted housing conditions within

the neighborhood. The City also utilized its Community Development Block Grant dollars to fund the Intensified Housing Enforcement Program and provide below-market rate loans for housing rehabilitation.

- **Architectural Building Survey.** A survey was completed by the City to identify properties of local and state architectural or historical significance. With assistance from the State Historical Society, a historic district was created with Randall Park as the focal point. Design guidelines for exterior renovations were incorporated as part of the district.
- **Riverfront Improvements.** The City initiated several riverfront beautification projects and trail extensions along the Chippewa River.
- **Randall Park.** Randall Park received a major face-lift and upgrade.
- **County Courthouse.** Two courthouse expansions occurred during this timeframe with additional parking provided for these expansions.



Although many improvements and changes were accomplished during this timeframe, not all problems were resolved and there was a need to update the plan and re-evaluate the problems and issues existing in the neighborhood. This occurred in 1995, when the neighborhood association and City updated the original plan.

In updating the original plan, the neighborhood residents and City reviewed and updated the goals, policies, and improvement strategies. The issues and problems facing the neighborhood were also reviewed and updated. The focus of the improvement strategies continued to be related to housing and property condition, conversion of owner-occupied dwellings to rental units, lack of off-street parking, retaining the neighborhood elementary school, and encouraging a more family-oriented atmosphere along Water Street. However, there were new issues that developed between 1978 and 1995 that were addressed in

the plan update. Some of these newer issues included: defining the campus boundaries of the Mayo Hospital and the County Courthouse, constructing a new elementary school, making a decision on the reuse of Randall School, establishing a neighborhood playground, completing the recreational trail system, and more effectively dealing with issues related to excessive alcohol consumption.

Since 1995, continued progress has been made in many areas, but some setbacks have also occurred. In addition, a number of new issues were identified, which necessitated the need to update the neighborhood plan once again. As the neighborhood association and City has embarked on this most recent update of the plan, the neighborhood association formed a Planning Committee to assist the City in the update process.

One of the initial steps in the update of the plan was to reflect on the changes made within the neighborhood since the 1995 plan. The following is a listing of most of these accomplishments:

- **Lakeshore Elementary School.**

Acquisition of land and construction of the new elementary school on the east side of Half Moon Lake in 1997.

- **Randall School.** Closing of Randall School and its conversion into apartments.

- **Lakeshore Playground.**

Acquisition of land and construction of Lakeshore Playground to the south of the elementary school.



- **Recreational Trail.** Construction of the recreational trail along the east side of Half Moon Lake and along the former railroad right-of-way to the north by Mayo Hospital, St. Patrick's Church, etc.

- **Water Street Realignment.** Realignment of Water Street and Menomonie Street at 10<sup>th</sup> Avenue.

- **Bellinger Street Realignment.** Realignment of Bellinger Street and Fifth Avenue at Randall Street.

- **First Avenue Trail.** Reconstruction and widening of the recreational trail along First Avenue from Owen Park north to Grand Avenue.

- **Menomonie Street Trail.** Eliminating the one-block gap in the recreational trail within the 600 block of Menomonie with the construction of an 8-foot wide trail on the south side of the street.

- **The Grand Theatre.** Reuse of the Salvation Army building at the northwest corner of West Grand and First Avenue into the "The Grand Theatre."

- **Courthouse/Government Center.** Expansion of the County Courthouse/Government Center to the east of the existing building, along with associated street changes on First Avenue and Second Avenue.

- **Neighborhood Name Change.** Renaming the neighborhood and neighborhood association from the Westside Neighborhood to the Historic Randall Park Neighborhood.

- **Floodplain Acquisition.** Acquisition of floodplain properties at the northwest corner of First Avenue and Chippewa Street to the west of Owen Park.

- **Water Street Reconstruction.** Reconstruction of Water Street including decorative lighting, pedestrian crossings, curb bump-outs and bicycle lanes.

- **Water Street Marketing.** Water Street BID joining membership with the Downtown Eau Claire, Inc., organization to better market the businesses along Water Street.

- **Collaboration with UWEC.** Collaboration with the University, Eau Claire Police Department, and Water Street businesses to address issues of "binge drinking" and problems associated with excessive alcohol consumption.

- **Collaboration with Health Department.** Collaboration with the City/County Health Department in the reuse and disposal of materials resulting from the spring student move out.
- **Boulevard Trees.** Working with the City Forester in replanting boulevard trees on selected boulevards within the neighborhood.
- **Mayo Hospital.** Construction of the Mayo Hospital bed tower and parking ramp.
- **Water Street Plan.** Update of the Water Street Commercial District Plan in 2009 and the amendment to the neighborhood plan.
- **Neighborhood Boundaries.** The change in the boundaries of the neighborhood association to include the Oxbow Apartments along 10<sup>th</sup> Avenue.
- **Skate Board Facility.** A skate board facility was installed at Lakeshore Park.
- **Community Garden.** The neighborhood association helped sponsor a community garden at Lakeshore Park.

### ***Planning Process***

In the spring of 2012, the Historic Randall Park Neighborhood Association requested the City Plan Commission to work with the neighborhood in updating the Historic Randall Park Neighborhood Plan. To assist in the update of the plan, the neighborhood association appointed a 12-member subcommittee whose responsibility was to work with the City on updating the 1995 Plan and offering feedback on plan alternatives. Membership on the committee included residents of the neighborhood, a landlord, a person representing the Water Street Business Improvement District and a representative from the University. Work began on the plan in the fall of 2012.

In order to assist the Planning Committee in providing feedback regarding neighborhood issues, it was decided to conduct a survey of the neighborhood residents. The survey was conducted as an on-line questionnaire that was posted on the neighborhood website. Letters were mailed out to each household within the neighborhood. A letter was also sent to all the landlords within the neighborhood encouraging them to complete the survey and asking their tenants to participate.

A total of 131 persons responded to the survey. These respondents appeared to be a mix of residents both owning and renting their dwelling. It should be noted that this survey was not a statistically scientific survey, but the Planning Committee felt that the survey responses provided a good perspective on conditions and opinions in the neighborhood. The Planning Committee utilized input from this survey to assist in the identification of issues and concerns, and the responses were also utilized to help formulate the recommendations contained in the plan.

This was the second time such an on-line survey had been conducted in the preparation of a neighborhood plan. A similar on-line survey was conducted for the update of the Water Street Commercial District Plan in 2009.

The group then met with representatives from various City and County Departments as well as other organizations. These meetings included discussions with the City/County Health

Department, Eau Claire Police Department, University of Wisconsin–Eau Claire, the City Code Enforcement Division, Mayo Hospital, and Eau Claire County.

Based on these discussions and input from the survey, the Planning Committee identified specific issues and concerns that should be addressed in the plan, developed a vision statement, and updated the plan’s goals and policies. From this new vision statement and updated goals and policies, specific action strategies were developed for the plan.

The full neighborhood steering committee then reviewed the draft in February of 2014 and made additional changes. The draft was then posted on the neighborhood association’s website and City website for comment. The draft plan was presented to the Water Street BID and Plan Commission in April. Upon the initial discussion of the draft plan, the Plan Commission directed staff to schedule public hearings to consider adoption of the plan.



## BACKGROUND

### **LAND USE AND ZONING**

Current land use within the Historic Randall Park Neighborhood is depicted on Map 2. In general, land use patterns within the neighborhood are similar to that dating back to 1978 when the original neighborhood plan was prepared.

**Residential.** The residential portion of the neighborhood is primarily a low-density area of two-story, one-and two family structures, many of which have been converted to rental units. The average lot is 66" x 126" in size with a density of 5.0 dwellings per acre.

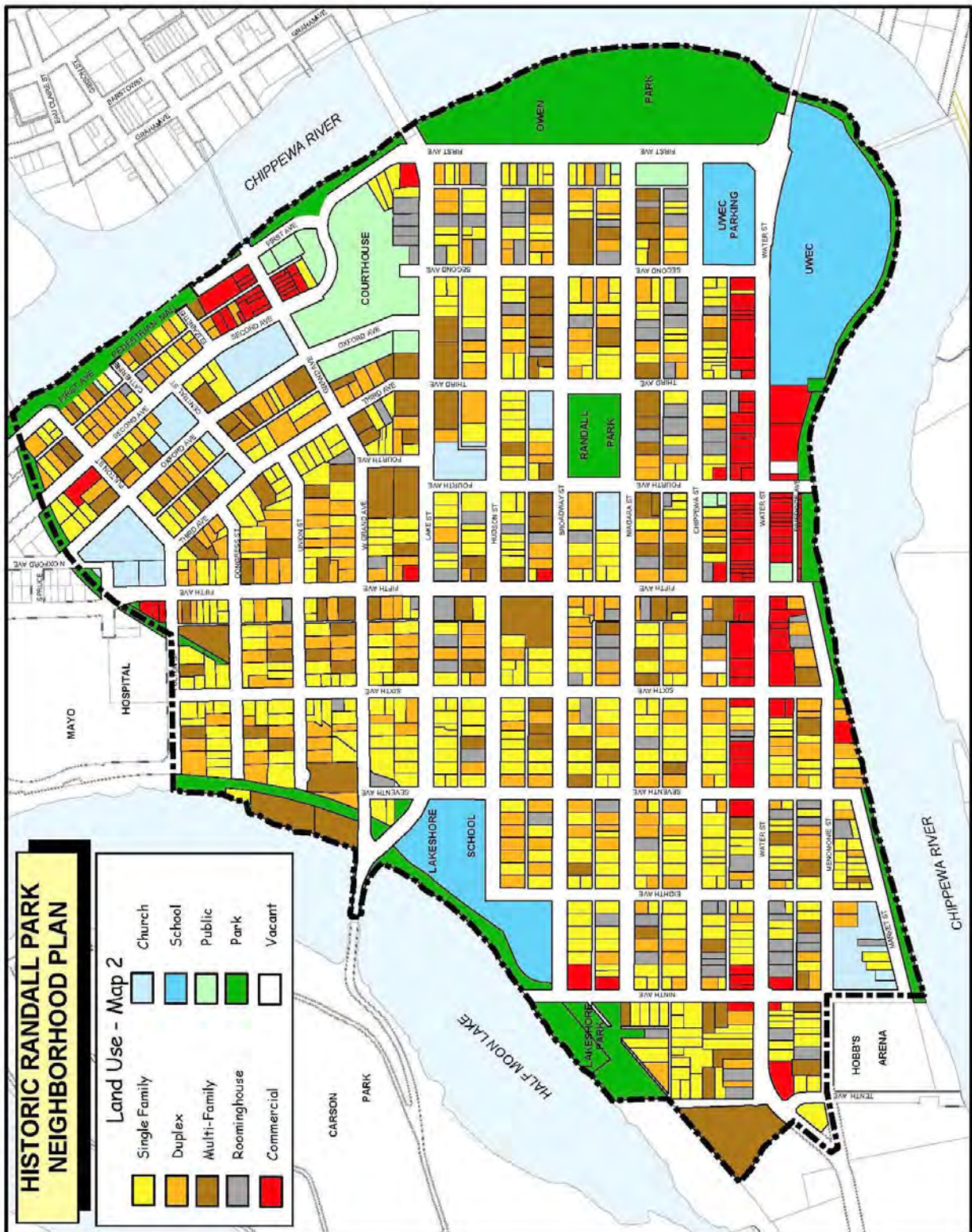
The land use map also shows numerous lots classified as multi-family throughout the neighborhood, but with a higher concentration in closer proximity to the University and Water Street Commercial area. The majority of these properties are homes originally built for single-family use which were converted into three to five dwelling unit structures in the late 1970s and early 1980s. The remainder of these multi-family parcels are apartment buildings, the majority of which were built since 1960 and consist of eight or more units. The original plan indicated that the designs of these apartment buildings were not compatible with the older housing in the neighborhood.

Approximately 128 licensed rooming houses are also located in the neighborhood. Almost all of these rooming houses have been converted from single-family homes. The majority are concentrated in the south portion of the neighborhood.

**Community Facilities.** As illustrated on the land use map, the neighborhood has a large number of community facilities located within the neighborhood which provide various services to residents of the area and city. This includes seven churches, Lakeshore Elementary School, the Eau Claire County Courthouse and jail, the University of Wisconsin–Eau Claire, and Mayo Hospital.

Since the adoption of the 1995 Plan, there have been significant changes to both Mayo Hospital and County Courthouse facilities. Mayo Hospital completed several major expansions and upgrades including a new bed tower along the east side of Whipple Street, a 4-level parking ramp north of Fulton Street, a new power plant, new critical care unit, cath lab, new emergency department, additional parking lots on the north and west ends of the campus, and campus entry landscaping. Conversations with officials from the hospital indicate that they do not anticipate any visible construction or expansion in the foreseeable future (10 to 20 years). Any future construction would not be to the south or southeast. The hospital also noted that they do not anticipate any significant increases in the number employees in the foreseeable future.

The County completed a major addition of the Courthouse/Government Center to the east of the existing building along with the addition of parking. Conversations with County officials indicate that the County currently has vacant office space within the Courthouse on both the second (possible space for a 6<sup>th</sup> Circuit Court) and third floors, has one undeveloped “pod” in



the northwest corner of the new jail, and the jail was constructed to accommodate one additional level. In addition, they have provided additional parking with the recent expansion of the jail, and a parking ramp for law enforcement vehicles, bringing the total number of parking spaces to 562 in comparison to 481 spaces prior to the expansion. Finally, the County does not intend to acquire additional property within the 10 to 15 year timeframe of this plan; however, the Planning Committee was also informed that the County would not want to rule it out completely

**Commercial.** Two commercial areas are located within the neighborhood. The Water Street Commercial District, which developed in the 1860s, continues to be a busy and vital commercial area in close proximity to the University. The buildings are generally in good condition, and many have been restored to display their original historic character. Although many of the retail stores and shops cater to the students of the University, local businesses have worked to create a 'Historic Water Street' atmosphere which successfully draws people from throughout the neighborhood and city because of its diverse mixture of establishments and its unique and colorful atmosphere.

A plan for the Water Street Commercial District was adopted in 1982 and later updated in 2009 which addresses goals, objectives, and implementation strategies for the improvement of the area. This commercial district plan is to be utilized in conjunction with this neighborhood plan. In conjunction with the update of the Water Street Plan, two amendments were made to the Randall Park Neighborhood Plan. One change was to support redevelopment of the existing housing located along Water Street to the west of Sixth Avenue to commercial/mixed use development. This would involve first floor commercial with residential on the second or third floors. The second change is to support redevelopment of the existing housing south of Water Street to the west of Fifth Avenue for residential development at densities higher than provided with the current RM zoning. The redevelopment should capitalize on the proximity and views of the Chippewa River.

The second commercial area is located northeast of the courthouse along West Grand Avenue and First Avenue. This commercial district is smaller in scale to the Water Street area but provides a mix of retail, office, service, and restaurants. Many of the buildings which date back to the 19th century have been renovated and the streetscape improvements provide an inviting atmosphere.

Both commercial districts abut the Chippewa River and the City's recreational trail system which is both a local and regional trail that is widely used year round.

In addition to the two primary commercial districts within the neighborhood, there is a small grouping of service and retail establishments located in the vicinity of Ninth Avenue and Water Street. Although physically separated from the Water Street Commercial District, this area is included within the Water Street Commercial District Plan.

**Industrial.** Located to the south of Lakeshore Elementary School are three commercial/industrial buildings that once were part of a larger industrial area within the neighborhood. The other industrial buildings were once part of the lumbering industry that was located along the eastern shore of Half Moon Lake, but have been removed and converted



into public open space along the lake. The remaining commercial/industrial buildings are nonconforming with the zoning of the area.

**Parks and Open Space.** The Randall Park Neighborhood has a number of distinctive park and open space facilities within the neighborhood, which add to the quality of life and image of the West Side. Randall Park is a focal point of the neighborhood and is one of the City's finest neighborhood parks. The park includes a statue of Adin Randall, gardens, benches, and a small playground area.

Owen Park is a 12-acre facility which is located along the east side of the neighborhood along the Chippewa River. The park is one of the City's most visible community parks as it is utilized for many community-wide festivities throughout the summer and fall as well as concerts held at the historic Donald "Sarge" Boyd Bandshell.

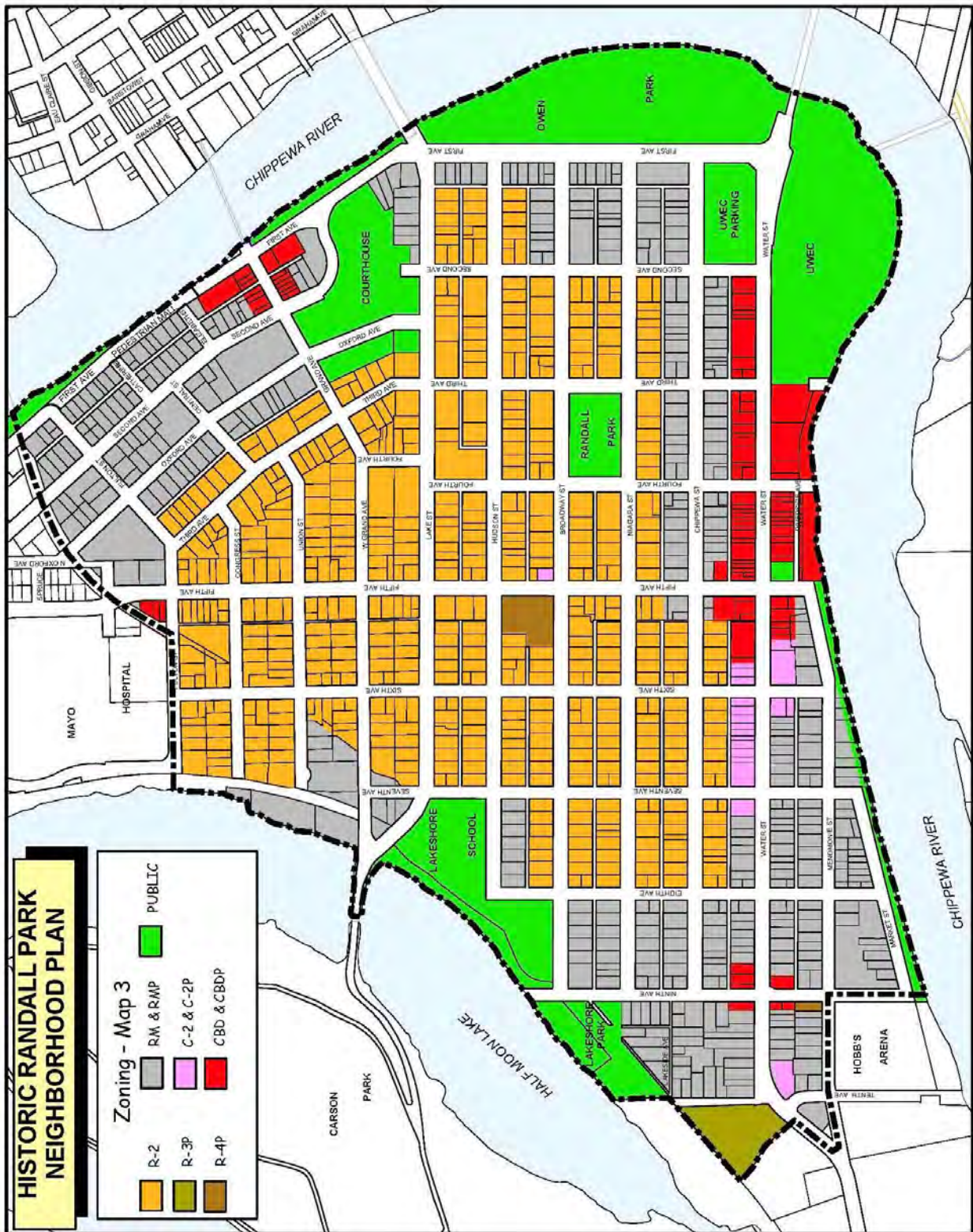
There is also a new neighborhood park on the west side along Half Moon Lake that was developed in 1997. Lakeshore Park is approximately 2.8 acres in size and includes a shelter building with restrooms and a skateboard park. Winter skating was offered at the park until 2003 and the summer playground program was discontinued in 2007.

The City has also completed extensive riverfront improvements along the Chippewa River within the neighborhood including the recreational trail system. The trail completely circles the neighborhood and connects with other trails on a City-wide and regional basis.

Finally, although not within the neighborhood boundaries, Carson Park borders the neighborhood to the west. This 125-acre park provides a wide variety of recreational opportunities for the entire city. The neighborhood's close proximity to the park and Half Moon Lake is an asset to the neighborhood.

**Zoning.** Map 3 depicts the current zoning within the neighborhood that was approved in 1978 as part of the Neighborhood Conservation District (NCD) regulations which were later combined into the city-wide zoning regulations in 1990. The R-2 and RM classifications replaced the traditional R-3 (Low-rise Multiple Family Residential) and R-4 (High-rise Multiple Family Residential) classifications which allowed much higher densities and apartment complexes. The RM district was created to address the unique situations existing in the neighborhood.

The NCD regulations, which were adopted in 1978, represent a dramatic change in the zoning which existed prior to 1978 limiting the conversion of single-family homes to duplexes and rooming houses. Under the NCD zoning, the central core of the neighborhood was designated for one-and two-family housing. This area contains the highest concentration of owner-occupied houses that are well maintained. It also affords the best opportunity to attract families with children because of the proximity to the elementary school and park facilities. The peripheral areas of the neighborhood are zoned RM which allows a slightly greater density in accordance with a number of standards contained in the ordinance. These areas tend to be closer to the commercial districts and the University and generally had a higher number of conversions to multi-family and rooming houses at the time the ordinance was adopted.



The commercial areas are zoned C-2 (Neighborhood Commercial), CBD (Central Business District), and CBDP (Central Business District-Planned). The CBDP district has special provisions which were developed from the Water Street Commercial District Plan to encourage a concentration of urban scale retail activities along Water Street which emphasis a pedestrian-oriented shopping atmosphere.

**Floodplain.** The location of the 100-year floodplain is also shown on Map 4. As indicated, large portions of the east side of the neighborhood bordering the Chippewa River are within the floodplain.

However, prior to 1993, a much larger portion of the neighborhood was located within the floodplain. In 1993, the City amended the floodplain boundaries based on revised hydrological data from the DNR. This change allowed for a major portion of the neighborhood to be removed from the floodplain as well as some properties between First and Second Avenues.

Removal of these properties from the floodplain now enables property owners to make renovations and changes to these properties. Whereas those properties within the floodplain have severe limitations placed upon them regarding improvements and remodeling.

The City did purchase several floodplain properties using FEMA funds and removed the dwellings on these parcels. The parcels are west of Owen Park along First Avenue and south of Niagara Street. FEMA places very restrictive covenants on these acquired properties, making them available primarily only for open space use.

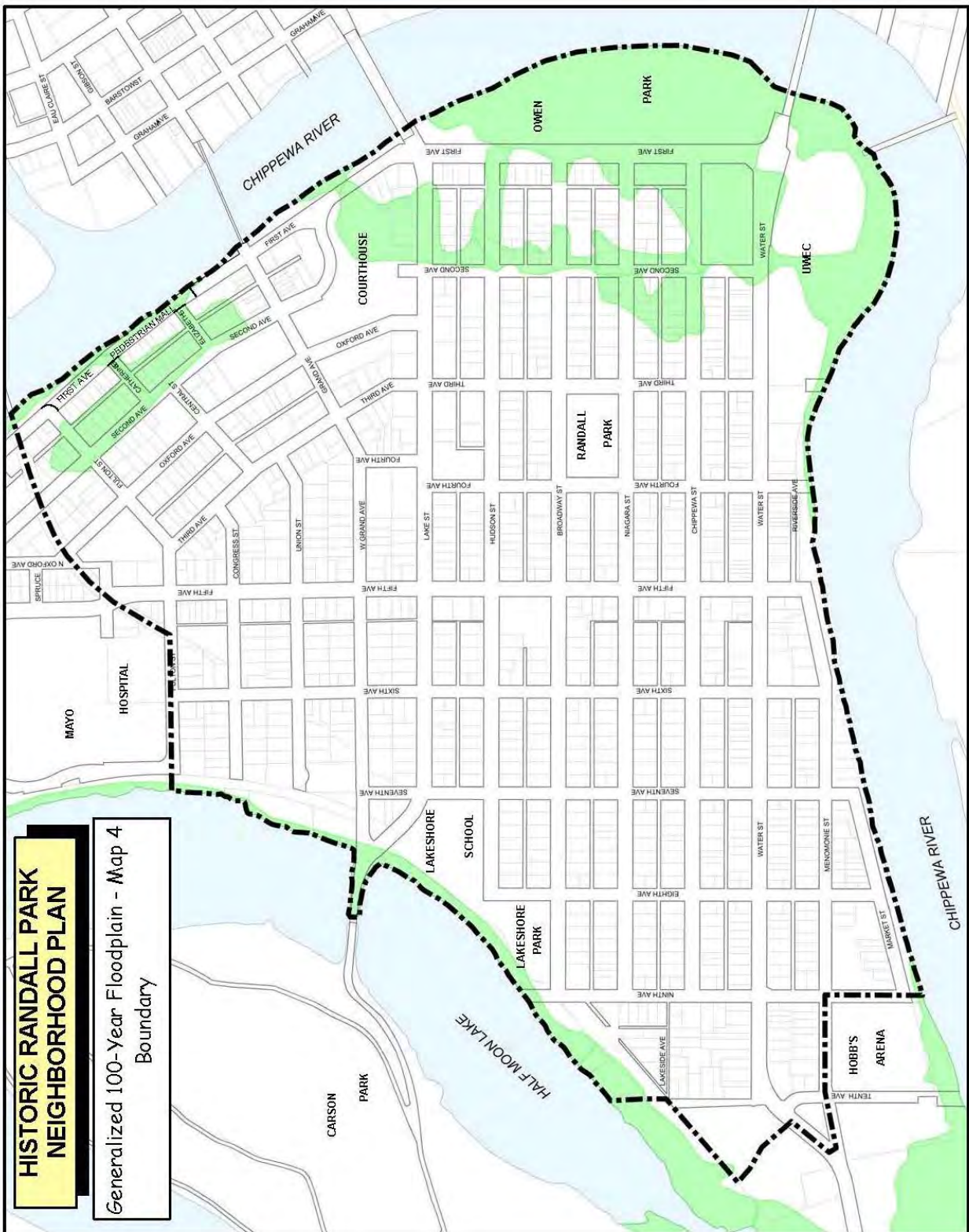
### ***HOUSING CHARACTERISTICS***

**Housing Age.** The Historic Randall Park Neighborhood is one of the oldest residential neighborhoods in the City of Eau Claire as it was platted in the 1850s by Adin Randall. Its characteristic features include a large number of two-story frame houses with gabled roofs and open or screened front porches which were built in the 1870s and 1880s. Smaller bungalow style homes gained popularity between 1900 and the 1920s. More detailed housing information is available from the City Planning Division.

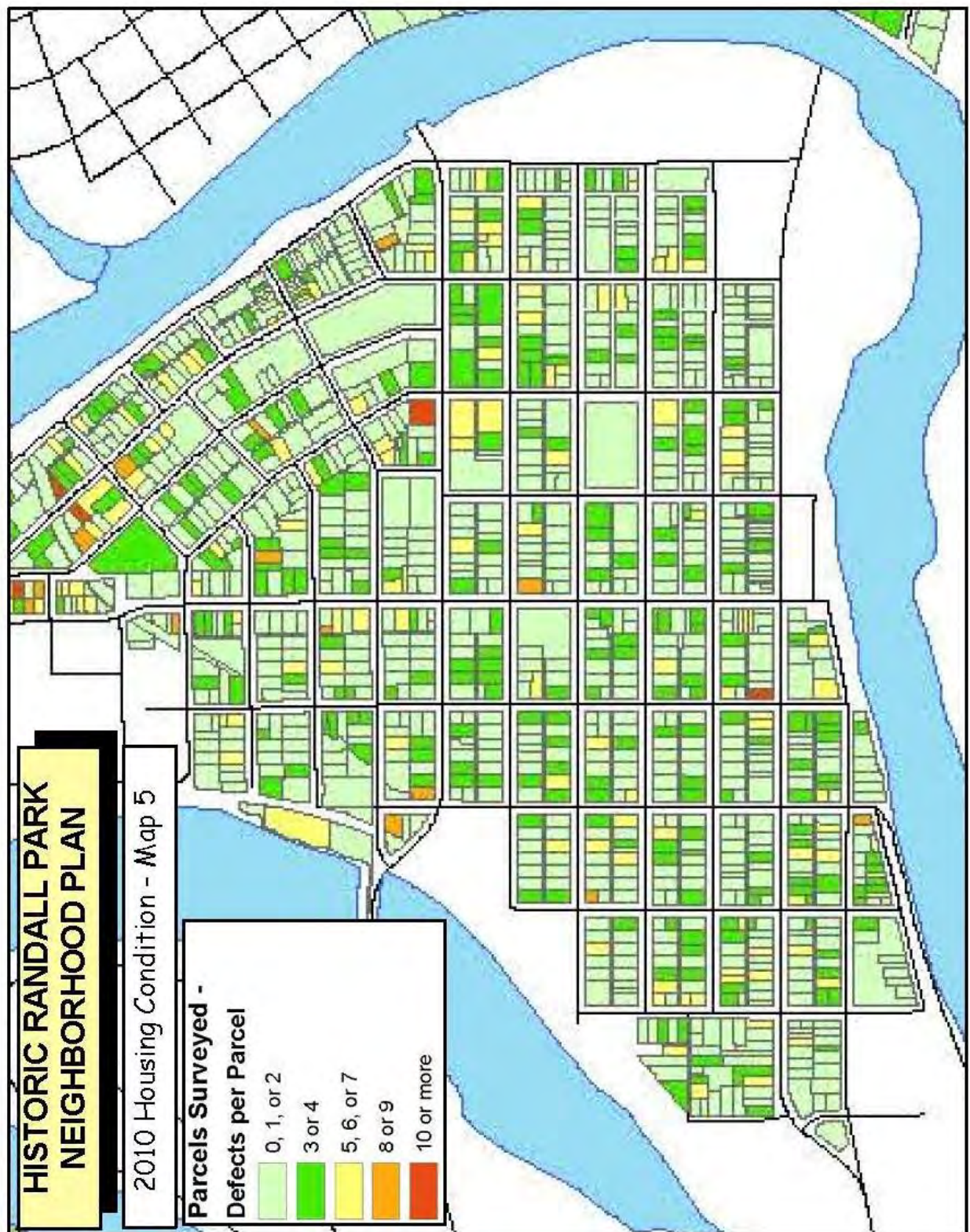
**Housing Condition.** The structural condition and physical appearance of the housing stock is widely varied. Many of the late 19th century homes have been carefully maintained which enhance the quality and image of the neighborhood. Other housing units are in need of varying degrees of rehabilitation ranging from minor repairs to extensive rehabilitation involving major building components.

Map 5 provides a summary of housing condition by parcel within the neighborhood. This information was obtained from a 2010 survey taken by the City/County Health Department. Those housing units rated in a less than fair condition generally are the renter-occupied housing units. Statistics from the City/County Health Department indicate that the exterior housing conditions have improved within the neighborhood since the early 1980s. A major reason for this improvement has been the adoption of the Intensified Housing Enforcement program which is administered by the City/County Health Department and the availability of low-interest rehabilitation loans available through the city.









Another issue related to the condition and appearance of the housing stock raised in the original neighborhood plan pertains to rehabilitation work which has not been sensitive or consistent with the architectural characteristics of the 19th century housing units. Examples include: removal of porches and windows, downsizing windows, removal of cornices and other decorative elements, and the use of building materials for railings, columns and platforms which are not consistent with the materials used for the house.

Over time, this type of remodeling activity has had a negative effect on the neighborhood. It has resulted in a general decline in the character and image of portions of the neighborhood which has in turn accelerated the exodus of families from the neighborhood and has made it more difficult to attract new families to the West Side.

Other problems are associated with the deterioration of rental housing within the neighborhood. These include the lack of yard maintenance, trash removal, and lack of yards or open space on the parcels in order to provide off-street parking. Parking on unimproved surfaces has also contributed to the problem; however, an ordinance was adopted in 1984 to address this problem.

**Housing Composition and Tenure.** Table 1 provides a breakdown of the composition of the housing stock within the neighborhood. This table illustrates the transition that has occurred within the neighborhood from an area which was at one time primarily a single-family neighborhood. As shown, only 494 (25%) of the dwellings within the neighborhood are now single-family dwellings.

**Table 1**  
**Housing Units by Units in Structure**

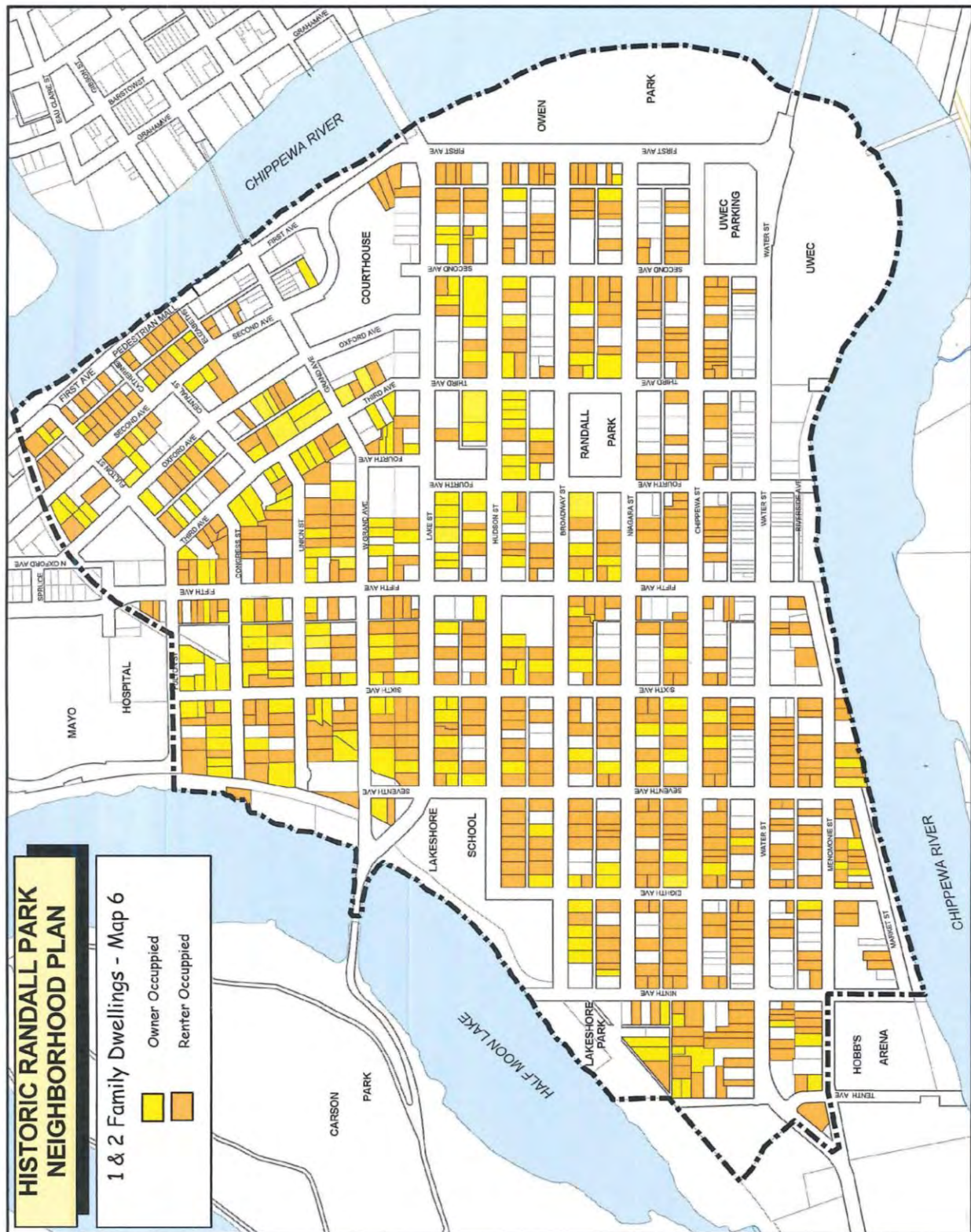
Dwelling Type	# of Units
Single-family	494
Duplex	498
3+ Unit Buildings	333
Apartments	386
Rooming House	128
With Commercial Building	96
<b>Total</b>	<b>1,935</b>

*Source: City Assessment Records*

Since the first neighborhood plan was prepared, the conversion of properties to rentals has been an issue within the neighborhood. Table 2 illustrates this trend in ownership change comparing Census data from 1990, 2000, and 2010. As shown, the number of owner-occupied dwellings has continued to decline, particularly between 2000 and 2010. Based on this information, only 15% of the dwellings within the neighborhood were owner-occupied in 2010. A review of City assessment information supports this trend indicating that slightly more than 200 dwelling units within the neighborhood are owner-occupied. Map 6 illustrates the owner-occupied, single-family dwellings and duplexes in the neighborhood.

This trend was somewhat surprising to the Planning Committee as they felt a number of changes such as the construction of the new elementary school would have helped stabilize the number of owner-occupied dwellings and perhaps reversed the trend.





**Table 2**  
**Housing Units by Tenure**

# of Units		
Year	Owner-occupied	Renter-occupied
1990	430 (23%)	1,440 (77%)
2000	340 (18.9%)	1,455 (81.1%)
2010	275 (15.2%)	1,529 (84.8%)

Source: US Census

## **POPULATION CHARACTERISTICS**

**Age and Number of Persons.** Tables 3 and 4 provide a summary of the neighborhood population change between 1975 and 2010 and a breakdown of the population by age group for 1990, 2000, and 2010. As shown, the population of the neighborhood peaked in 1990 and seems to have stabilized at a figure around 4,800 persons. Part of this is due to the stabilized enrollment numbers at the University and the zoning put into place that limits the number of rooming houses and conversion of single-family dwellings to two or more units.

The table showing the population by age shows a trend of fewer persons in the younger age groups and older age groups. This is consistent with the statistics that indicate fewer owner-occupied homes are in the neighborhood and fewer families are living in the neighborhood.

**Table 3**  
**Population Change**

Year	# of Person
1975	4,567
1980	4,739
1990	5,206
2000	4,880
2010	4,837

**Table 4**  
**Population by Age**

	1990	2000	2010
4 & under	227	109	77
5-14	301	195	121
15-19	299	287	291
20-24	2,595	2,847	3,135
25-59	1,167	1,014	881
60 & older	617	428	332
<b>Total</b>	<b>5,206</b>	<b>4,880</b>	<b>4,837</b>



**University Enrollments.** Table 5 shows the historical enrollment figures for the University. As shown, the University experienced significant growth between 1960 and 1980. The enrollment leveled off after this time, with enrollment limitations at the University. Based on current assumptions, enrollment is projected to remain relatively constant in the foreseeable future.

**Table 5**  
**University of Wisconsin-Eau Claire**  
**Enrollment**

Year	Enrollment
1950	879
1955	1,209
1960	1,818
1965	4,517
1970	8,288
1975	9,920
1980	10,629
1985	10,932
1990	10,644
2013-14	10,902

*Source: University of Wisconsin-Eau Claire*

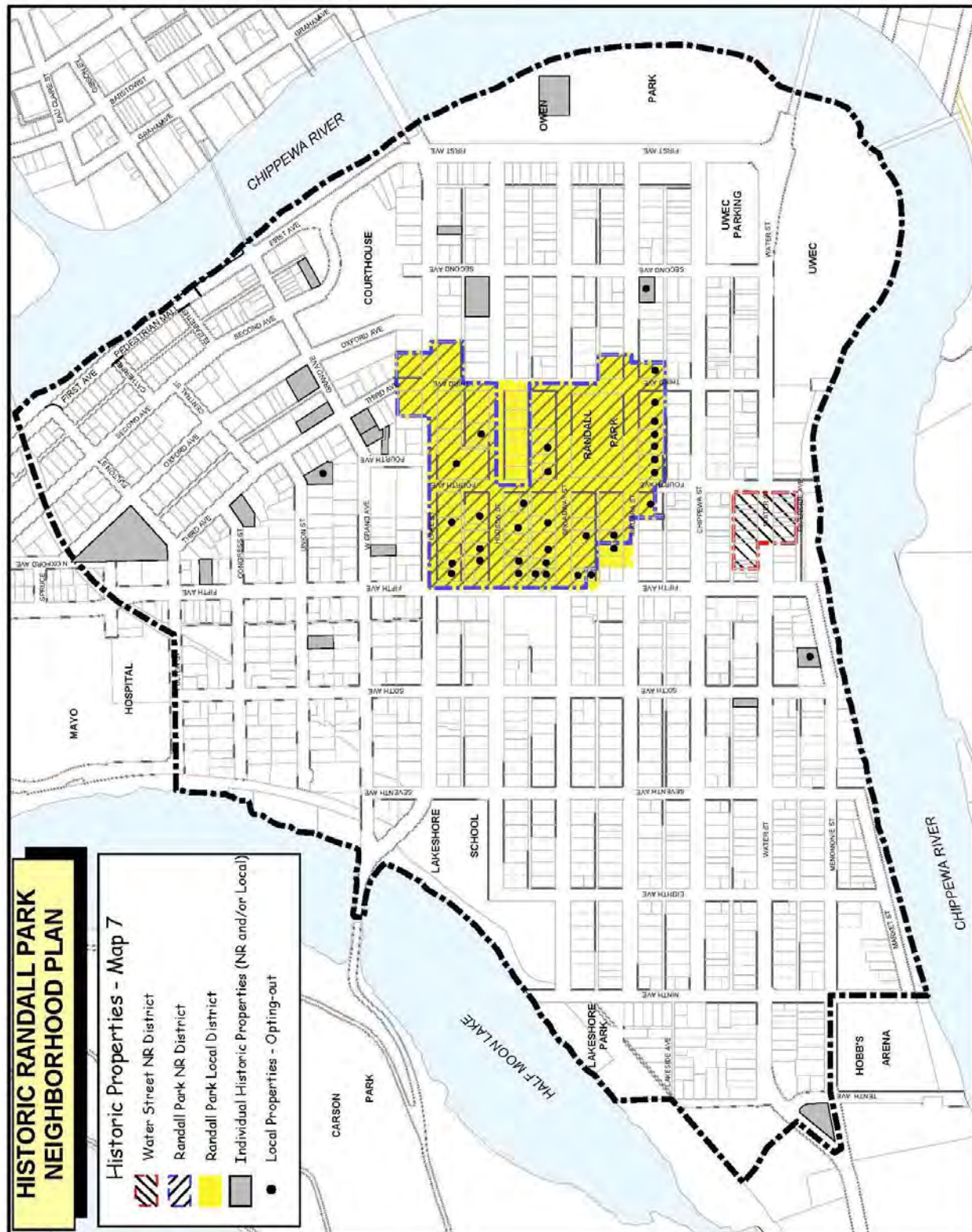
**Buildings of Architectural or Historic Value.** A historic intensive survey was conducted by the Wisconsin Historical Society (WHS) in 1981 and updated in 1987 to identify individual structures and groups of structures which would be eligible for nomination to the local, state, or National Register. The survey identified a number of individual properties and one district that would be eligible for nomination to all three registers.

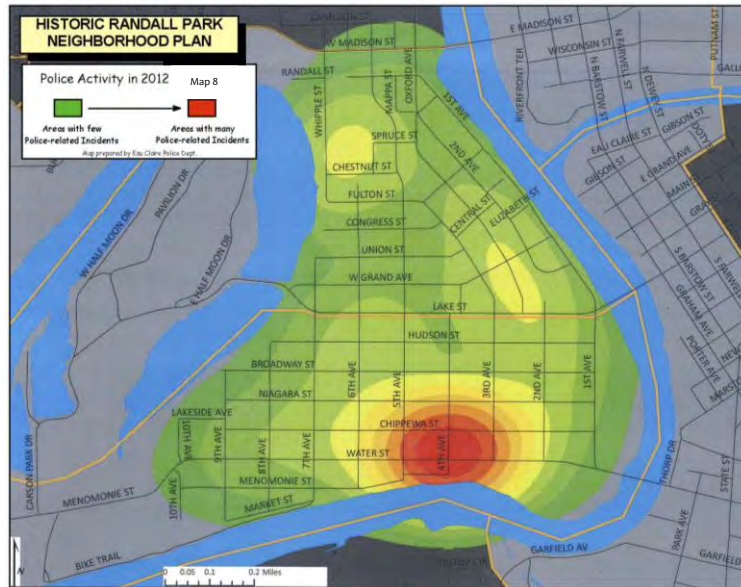
The area known as the Randall Park District was listed on the local, state, and national registers in the mid-1980s. Several of the individual properties were also listed. In 1992, property owners were given the opportunity to remove their property from the local designation and approximately half chose to do so.

The City worked with the WHS in 2000 and identified several other properties that would be eligible for the National Register. This included the bandshell in Owen Park and a portion of the 400 block of Water Street. The Water Street Commercial District and the bandshell were added to the National Register in 2007. Map 7 illustrates location of the historic properties in the neighborhood.

### ***POLICE RELATED ACTIVITIES***

Issues related to late night parties, vandalism, and alcohol-related concerns have been chronic problems within the neighborhood since the original neighborhood plan was prepared. Such behaviors have been an aggravation for those living in the neighborhood and have also been negative impacts on the image of the neighborhood. These issues also made it more difficult to attract and retain people desiring to own their own home in the neighborhood.



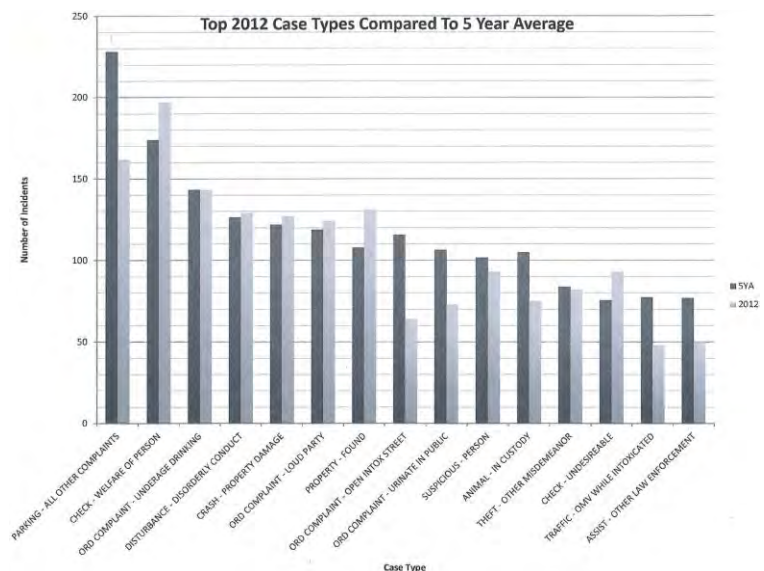


The neighborhood has worked with numerous agencies and organizations to address these issues and the Planning Committee and Neighborhood Steering Committee feel that there have been significant improvements in recent years. In particular, the Eau Claire Police Department has been involved with numerous programs and enforcement activities to address these issues. Map 8 was prepared by the Police Department to illustrate the general areas of the neighborhood where the concentration of incidents involving the police department have

occurred. Not surprisingly, the Water Street areas between Third Avenue and Fifth Avenue have the highest concentration of police-related incidents.

A review of statistics from the Police Department comparing police-related activities in the neighborhood for 2012 are compared to the 5-year average for the neighborhood in Figure 1. Generally, the 2012 statistics show a reduction in police activity within the neighborhood.

Figure 1

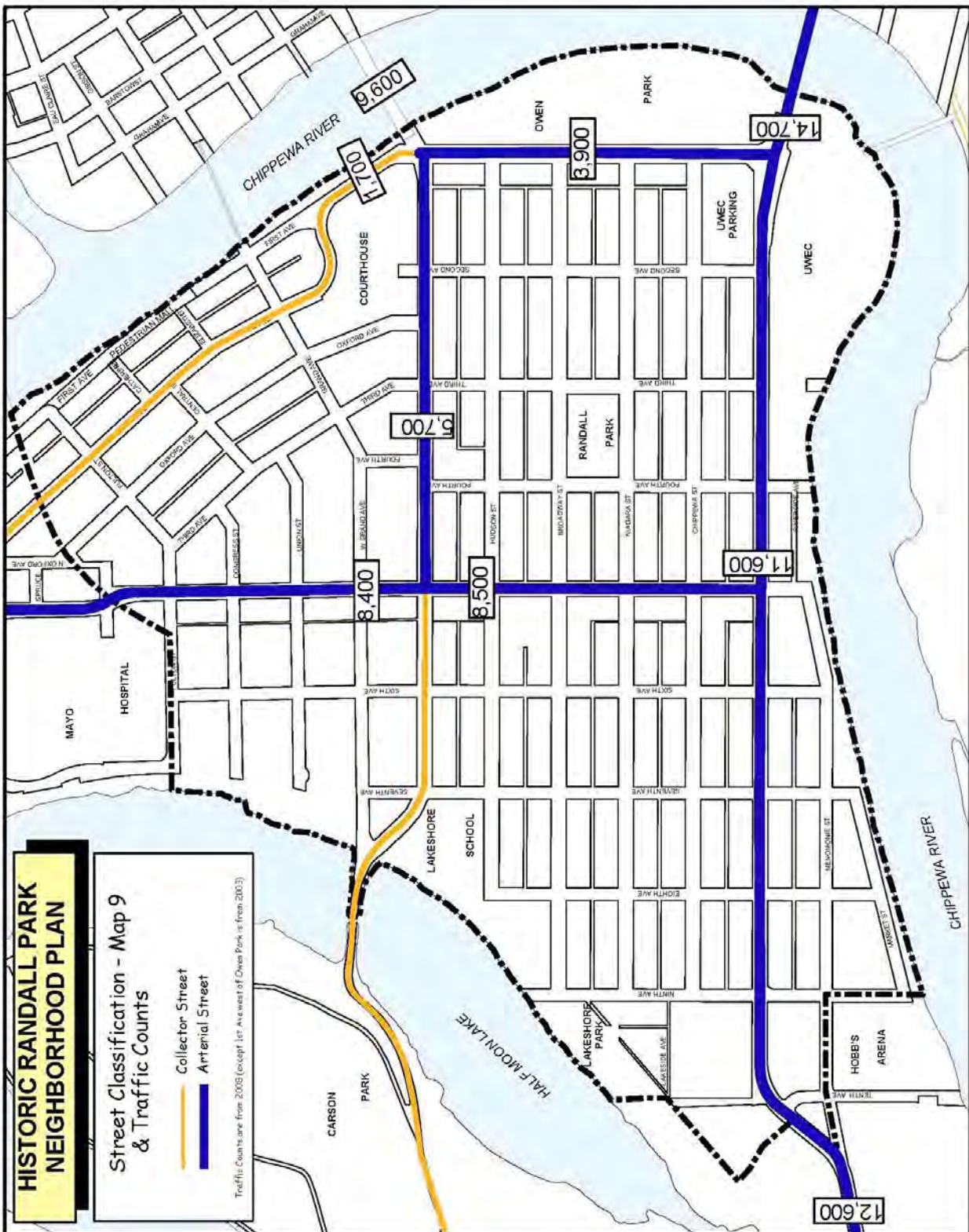


## TRANSPORTATION AND PARKING

**Vehicular Circulation.** The arterial and collector street system is illustrated on Map 9. Much of the traffic on these streets is the result of the traffic generated by the University, courthouse, and Water Street Commercial District, as well as the proximity of the neighborhood to downtown, Mayo Hospital, Carson Park, and Hobbs Arena.

Since the completion of the original neighborhood plan, several street changes have occurred in the neighborhood which has affected vehicular circulation. Lake Street was re-routed to provide the direct access to Carson Park. This change resulted in classifying Lake Street as the





collector rather than West Grand Avenue which used to be the primary access to the park from the east.

First Avenue, north of West Grand Avenue, was closed to construct the riverfront trail and pedestrian mall. In addition, First Avenue, north of Lake Street, was reconfigured to connect with Second Avenue as part of the County Courthouse expansion. This resulted in the classification of First Avenue and Second Avenue north of Lake Street as a collector street and resulted in an increase in traffic volumes on Second Avenue, north of Grand Avenue.

Another change occurred with the vacation of Sixth Avenue between Fulton Avenue and Chestnut Street which was requested by Mayo Hospital in order to construct a day care center.

Prior to the vacation of this portion of Sixth Avenue, this street was used as a convenient route to access Luther Hospital from the south.

Finally, Water Street was connected with Menomonie Street to the west of Tenth Avenue. This eliminated a connection to the two streets that involved using a portion of Ninth Avenue.

Overall, traffic volumes within the neighborhood are similar to those back in 1995 or somewhat lower, which is somewhat surprising. The only streets showing traffic increases were Second Avenue to the north of West Grand Avenue and Water Street to the far west of the neighborhood (where it connects with Menomonie Street). As noted above, this connection of Water Street and Menomonie Street did not exist in 1995.

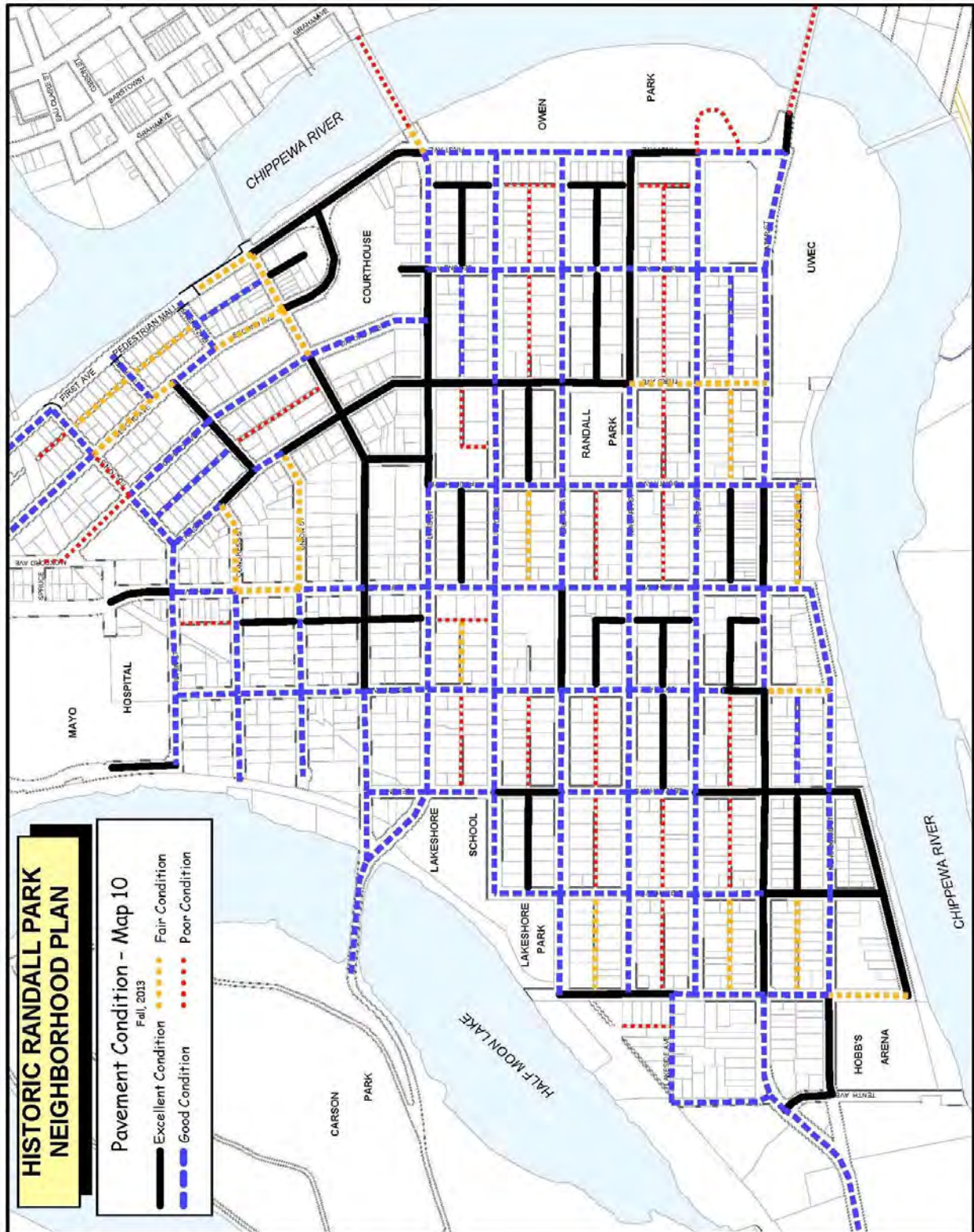
**Street and Alley Condition.** The condition of each street and alley within the neighborhood as of 2013 is shown on Map 10. The map displays the condition rating (pavement condition index) for each street and alley which is derived from an analysis of the age, construction, and condition of the pavement surface. The higher the index, the better the condition of the street.

Overall, the streets within the neighborhood are in quite good condition. As shown in Table 6, approximately 89% of the streets are in good to excellent condition. This compares to 53% of the streets back in 1994. The condition of the alleys is not as good, as approximately 41% of the alleys have been rated as poor and another 14% rated as only fair.

**Table 6**  
**Street and Alley Conditions**

Condition	# of Street Sections	# of Alley Sections
Poor	5 (3%)	23 (41%)
Fair	15 (8%)	8 (14%)
Good	113 (64%)	5 (9%)
Excellent	44 (25%)	20 (36%)
<b>Total</b>	<b>177</b>	<b>56</b>





**Pedestrians and Bicyclists.** Pedestrian circulation within the neighborhood is complemented by an extensive sidewalk system throughout the neighborhood. In addition, the construction of the Chippewa River Trail and Half Moon Lake Trail loop are utilized by both pedestrians and bicyclists for access to activity areas such as the University, Water Street area, West Grand Avenue area, and Downtown.

The original plan referred to difficulties that existed for pedestrians attempting to cross Water Street. These issues have been corrected in part with intersection design changes at the intersection of First Avenue and Water Street and the installation of more defined crosswalks in the 300 and 400 blocks of Water Street. In addition, “Yield to Pedestrian” signs have been placed in the middle of Water Street at the intersection of Fourth Avenue.

Finally, the City’s Bicycle and Pedestrian Plan designates Lake Street, Fifth Avenue, and Water Street as primary on-street bicycle corridors, and First Avenue as a local bicycle route. With these designations, appropriate signing and lane markings are planned.

**Parking.** The responses from the neighborhood survey indicated strong concerns about the difficulty in the congested streets near their homes due to the heavy on-street parking demand primarily in the vicinity of Mayo Hospital, the University, and the Water Street Commercial District; and secondly in the vicinity of the Courthouse. The on-street parking is attributable to daytime employees at Mayo Hospital, daytime commuter students, evening Water Street customers, and the shortage of off-street parking for rental properties near Water Street.

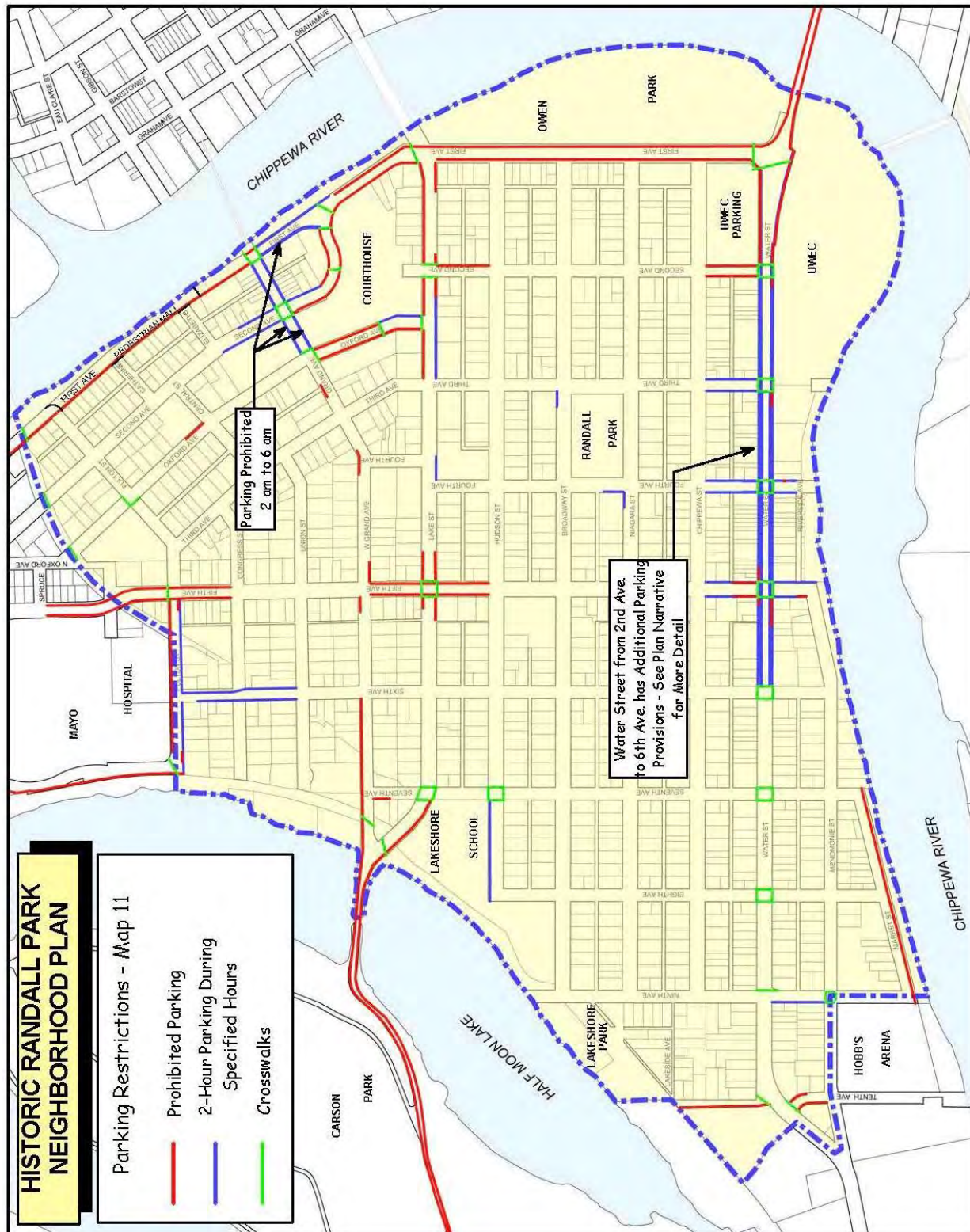
The 1978 neighborhood plan proposed to develop a parking lot within the 400 block of Chippewa Street to provide parking for the commercial district. Two properties were acquired in 1994 to construct the first phase of this parking, but no additional parking has been provided.

In 1976, an ordinance was passed which established more stringent residential off-street parking regulations. However, properties having insufficient parking prior to the adoption of the ordinance are grandfathered in and, therefore, exempt from these regulations.

Finally, alternate side street parking from November 1 to May 1 has caused some shortage of parking in the evening. However, as a result of these parking restrictions, this provides the City with a better opportunity to plow the snow from the streets.

Within the neighborhood, the streets have a variety of parking restrictions ranging from prohibited parking, 2-hour parking during specified hours, to “no parking” restrictions. Map 11 summarizes the parking regulations within the neighborhood.







## STRENGTHS AND RESOURCES

In updating the 1995 Plan, the neighborhood survey asked residents about what they felt were the strengths and resources of the neighborhood. Based on these responses, residents feel that a number of positive factors benefit the neighborhood and make it unique, and which provide opportunities for the neighborhood to grow and improve in the future. The strengths and resources that were identified include:

- Proximity to several parks which include: Lakeshore Playground, Randall Park, Owen Park, and riverfront greenways, and proximity to the Chippewa River and Half Moon Lake.
- Proximity to the recreational trail.
- Unique variety and historic character/architecture of much of the housing within the neighborhood.
- Proximity to public services such as the library, health department, police, social services, and government offices.
- Proximity to schools and churches.
- Proximity to Downtown, and the Water Street and West Grand Avenue business districts.
- The diversity of the residents of the neighborhood.
- Benefits from proximity to the University including events and activities available to the general public and neighborhood.
- General feeling of safety and security within the neighborhood.
- The affordability of the single-family homes within the neighborhood.
- Having an elementary school within the neighborhood.
- Existence of ordinances such as winter parking regulations and property maintenance to assist in neighborhood upkeep.
- Accessibility of health care from hospitals and clinics.
- The work of the neighborhood association and its volunteers.
- The positive interaction between the neighborhood association and the City.
- The increased efforts of the University and City to address alcohol consumption related issues.
- Pedestrian orientation of the neighborhood.
- Bus service within the neighborhood.
- Established boulevard trees.



## SUMMARY OF PLANNING ISSUES

The issues facing the neighborhood were identified and discussed as part of the update process for the neighborhood plan. This included a review of issues identified in 1995 as well as identifying issues that currently exist within the neighborhood. The Planning Committee utilized the findings of the neighborhood survey to assist in identifying these current issues. Although it is the consensus of the Planning Committee that the neighborhood has continued to improve since the original Plan in 1978 and the update in 1995, many of the same problems identified in the past still exist to varying degrees today. Problems or issues identified by the Committee are listed below:

**Conversion of Owner-occupied Dwellings.** *What programs or incentives can be implemented to address the continued decline of owner-occupancy within the neighborhood?* Although the overall population within the neighborhood has somewhat stabilized since 1995, the neighborhood experienced a dramatic reduction in the number of owner-occupied dwellings over this period. Based on estimates from the 2010 Census and using records from the City Assessor's office, approximately 150 dwellings were converted to rentals since 1995, leaving only approximately 275 dwellings (15%) as owner-occupied. This has occurred despite efforts of the neighborhood association and the City to reverse this trend in order to possibly increase the number of owner-occupied dwellings in the neighborhood.

These efforts have included the construction of the new elementary school and maintaining the zoning changes implemented from the original plan which have restricted the number of rooming houses and number of non-related residents within the dwellings. It was noted in the 1995 Plan that the conversions of the owner-occupied homes to rentals was also a major issue at that time.

When reviewing this issue, the Planning Committee discussed the need for the City to attempt to develop and provide more programs and incentives that would encourage owner-occupancy and also better promote any programs that may already exist.

**Composition of Neighborhood Residents.** *Are the demographics of the neighborhood changing?* The Planning Committee and neighborhood association have concerns regarding some of the "marginal" quality student rental properties located in the neighborhood as newer student housing is being constructed both within the neighborhood and in other areas of the City. Neighborhood residents are noticing that some of these older dwellings that traditionally have been occupied by UWEC or CVTC students are now being rented by non-students. These non-student residents tend to be more transient and have fewer ties to the neighborhood and the police are concerned that some may be more likely to be involved with drug and criminal related behaviors. The committee also noted that these non-students are not subject to the rules of conduct and sanctions that can be imposed by the University for inappropriate behavior. This issue is a growing concern as more and more new student housing is constructed in such areas as along Water Street, to the south of Shopko Plaza, and Downtown.

**Housing and Yard Upkeep.** *What more can be done to improve the upkeep of the housing and properties within the neighborhood?* The upkeep of properties within the neighborhood was also identified as a concern. Upkeep relates to the general exterior condition of the structures and general property maintenance relating to such things as trash removal, unmowed grass, unkept lawns, snow removal from sidewalks, stuffed furniture on porches, garbage and recycling containers left out at the curb, etc. These problems tend to be associated with the rental properties and relate back to resident concerns about the stability and image of the Randall Park Neighborhood.



**Alley Condition.** *What can be done to address the poor condition of the alleys?* An analysis of the condition of the streets within the neighborhood indicates that overall the streets are in relatively good condition and that the City has been aggressively working to improve the streets in the neighborhood. However, the condition of the alleys was a major concern noted in the survey. This concern relates to the poor pavement condition, lack of snow plowing in the winter, lighting, and overgrown brush and trees.

**Street Parking - Congested Streets.** *Is there a need to address issues related to congested streets due to vehicles parked on the street?* A large number of residents expressed concern about a number of streets within the neighborhood that are quite congested with vehicle parking. The areas most frequently mentioned by residents include the area to the south of Mayo Hospital, in the vicinity of the County Courthouse, and closer to the UWEC campus and Water Street area.

The majority of vehicles parked on the streets are attributable to:

- Employees of Mayo Hospital not using parking provided by the hospital;
- Employees of the County Courthouse;
- Students from the University;
- Residents of housing close to the Water Street Commercial District where insufficient off-street parking is provided; in addition, there is a shortage of off-street parking for many apartments and homes that have been converted to rental properties;
- Parking generated from the Water Street Commercial District.

The Planning Committee met with representatives from the hospital and courthouse who both noted that both of their respective organizations had provided additional off-street parking since 1995. However, the Committee still feels that on-street parking continues to be an issue south of the hospital; whereas, they noted that street congestion and parking on the streets in the vicinity of the County Courthouse has improved since 1995. However, as County services grow in the future and depending on the location and convenience of the off-street parking provided, increased on-street parking could again become an issue for residents around the courthouse.

Responses from the surveys noted that the congested streets created two major problems; one relating to the lack of availability of parking for residents, and the other related to visibility concerns at many intersections and driveways.

**Housing Condition.** *Should redevelopment of certain housing in the west portion of the neighborhood be considered?* The housing stock located in the western portion of the neighborhood to the north of Hobb's Ice Arena and in the vicinity of Ninth Avenue and Chippewa Streets is quite old and in varied stages of obsolescence. Should redevelopment of these areas for new housing be considered?

**Courthouse and Mayo Campus Boundaries.** *Are the campus boundaries for Mayo Hospital and the Courthouse as delineated in the 1995 plan still appropriate for the neighborhood and hospital/courthouse?* As part of the 1995 Plan, the boundaries for the two campuses were delineated in an effort to establish a clear line between these facilities and surrounding



residential and commercial areas. The goal was to minimize the impact of these major facilities on surrounding areas and to enhance their presence within the neighborhood. Recognizing that demand for County and medical services may continue to grow, it is important that the plan allows for some options for the County and hospital, provided such options are not disruptive to the neighborhood,

provide stability for these neighborhood areas, and encourage continued improvements and reinvestment in these properties.

**Neighborhood Image.** *What can be done to improve the image of the neighborhood?* The image or perception of others in the community is a concern of the neighborhood when attempting to attract families to the neighborhood. Many of the problems identified contribute to portraying the neighborhood as an area not conducive for families.

The neighborhood association has taken a number of proactive steps to address this concern, but work is still needed. Examples of some of the proactive actions taken by the neighborhood include: changing the name of the neighborhood to the Historic Randall Park Neighborhood, creating an informative website, working with the Water Street BID to encourage a more diverse business district, and working with the University on student-related issues within the neighborhood.

**Poor Municipal Snow Removal.** *What actions can be taken to improve snow removal on streets and public sidewalks?* A number of people responding to the survey were critical of the City's efforts to plow snow from the streets and alleys. Snow removal from the sidewalks within Randall Park and on the Water Street and Lake Street bridges was also mentioned.



**Loud Parties and Nuisance Activities.** *Are the existing enforcement and educational efforts adequate to address issues related to student parties and nuisance activities?* The neighborhood has seen significant improvement (reduction) in the number and scale of parties being held in the neighborhood. This improvement is in large part due to programs and involvement of the University and increased enforcement by the Police Department. However, these parties and nuisance activities such as vandalism, disorderly conduct, and public intoxication are still concerns among many residents.

A more recent concern of residents is the increasing popularity of having campfires in the residential areas of the neighborhood. The smoke resulting from these fires has become both a nuisance and a health issue.

**Floodplain.** *How should the City address the remaining floodplain areas within the neighborhood?* Several areas within the neighborhood remain within the 100-year floodplain. This includes the FEMA-acquired property along First Avenue west of Owen Park.

**Water Street Commercial District.** *What is the role of the neighborhood in relation to the implementation of the Water Street Commercial District Plan?* Residents feel that continuing to promote a more diverse business atmosphere in the Water Street Commercial District is important to the image and stability of the neighborhood. However, there are concerns about increasing the potential dwelling unit density of redevelopment that may occur in areas south of Water Street and allowing too much first floor commercial development along Water Street to the west of Seventh Avenue.

**West Grand Avenue Commercial District.** *What is the role of the neighborhood in promoting a vibrant commercial district in the West Grand Avenue Commercial District?* The West Grand Avenue Business Improvement District (BID) organization works with businesses in the commercial district to promote their area. The neighborhood sees this area as an important component of the neighborhood and would like to support the policies of the BID.



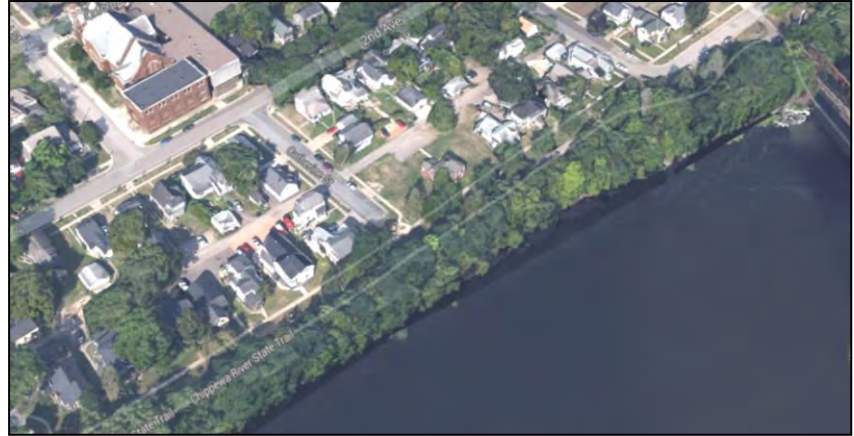
**Pedestrian Character of Neighborhood.** *What can the neighborhood do to preserve or enhance the pedestrian character of the area?* Residents feel that it is important to maintain the pedestrian character of the neighborhood and the ability to walk to many services and activities.

**Street Lighting.** *Can lighting improvements be considered in the residential areas near the University campus?* The Planning Committee feels that certain streets and areas within the neighborhood should be better lighted. This would help to improve the safety of those

returning from the Water Street area late at night and curb vandalism occurring in these areas.

**Under Utilization of Properties Along the Riverfront.** *Can the utilization of the riverfront properties be improved?*

The Planning Committee noted that several of the waterfront areas within the neighborhood are underutilized and not taking advantage of their location along the riverfront. This primarily includes properties along Market and Menomonie Streets in the south portion of neighborhood and along First Avenue to the north of West Grand Avenue.



**Nonconforming Commercial/Industrial Buildings.** *Should the three commercial/industrial buildings south of Lakeshore School be redeveloped for housing?* The 1995 Plan noted that several nonconforming industrial buildings are located to the south of Lakeshore School. The plan also noted that where renovation was not feasible or appropriate, redevelopment of these buildings should be a consideration.

**Insensitive Exterior Rehabilitation.** *Should guidelines be considered to address inappropriate exterior changes that affect the character of a building?* Based on narratives from the 1995 Plan, there is still an issue related to exterior changes being made to some of the older houses in the neighborhood which change their character and appearance. This includes the use of incompatible materials, removal of original architectural details, and other related exterior work which has not been sensitive to or consistent with the architecture of the 19th century houses.

**Pedestrian/Bicyclist Safety.** *What improvements are necessary to enhance pedestrian and bicyclist safety?* Pedestrian and bicycle safety is a concern of the neighborhood, particularly in the Water Street area. Concerns along Water Street relate to bicycling on the commercial sidewalks and vehicles yielding to pedestrians crossing Water Street.

Another specific pedestrian-related safety concern noted by the Planning Committee is along a portion of Lake Street between Oxford Avenue and Second Avenue. At this location, pedestrians are not readily visible to eastbound traffic due to vehicle speed and poor sight distances.

**City Budget for City Code Enforcement.** *What measures can be taken to increase code enforcement?* In 2010, the City reduced the code enforcement officer position from a full-time position to a 2-day a week position. In addition, when this occurred, some of the code enforcement duties were spread around to other departments. This change has made it

more difficult to provide a proactive code enforcement program for the City and to respond to complaints in a timely manner.

**Closing of Grocery Store.** *Can a grocery store be recruited to serve the neighborhood?* One of the most frequent resident comments relates to the disappointment of not having a grocery store in the neighborhood. Kerm's Grocery, which was located in the 300 block of Water Street, closed around 2005 leaving the neighborhood without a grocery store in the vicinity.

**Status of Randall Park Historic District.** *Should properties opting out of the Randall Park Historic Landmark District in 1992 be reinstated?* An area in the vicinity of Randall Park was placed on the National Register of Historic Places in 1982 and locally landmarked in 1984. Property owners were given the opportunity to opt-out of the locally designated district in 1992. This issue pertains to whether the district still functions as a tool to preserve this historic portion of the neighborhood.

**Boulevard Trees.** *Are programs in place to assist in the replacement of boulevard trees and deal with the possible loss of ash trees?* Portions of the neighborhood are still impacted from the removal of the elm trees from the boulevards in the 1980s. In addition, the neighborhood has a large percentage of trees that will be susceptible to the Emerald Ash Borer Disease. In 2011, the City initiated a voluntary program to remove some of these ash trees.

**Playground Program.** *What can be undertaken to increase the utilization of Lakeshore Park?* Lakeshore Park was constructed in 1999 and is located to the southwest of Lakeshore School, along the eastern shoreline of Half Moon Lake. At the time the playground was constructed, the City operated a summer playground program at the park and maintained a skating rink. The skating rink use was discontinued in 2003 and the summer playground program was eliminated in 2007.

# PLAN VISION AND GOALS

## VISION STATEMENT

*The Historic Randall Park Neighborhood is a vibrant, diverse, and inviting neighborhood. It is convenient and close to schools, the University, medical facilities, churches, parks and trails, the Chippewa River and increasingly active Downtown, West Grand Avenue, and Water Street commercial areas, while providing a unique and pleasing lifestyle in a safe, walkable, and historic setting. The neighborhood provides a good mix of quality owner and renter housing opportunities and well maintained public facilities and infrastructure.*

## **Guiding Principles and Policies**

*Land Use and Redevelopment.* Provide a neighborhood that is stable, sustainable, and attractive and that is an affordable place to live having a variety of housing choices that encourage a mix of owner and renter occupied homes. This should be accomplished through:

- Reversing the trend of the continued decline in the number of owner-occupied homes.
- Promoting the rehabilitation of existing housing in the neighborhood as the most desirable form of improving the housing.
- Minimizing the potential impacts on the neighborhood created from facilities such as Mayo Hospital, the County Courthouse, and adjoining commercial districts.
- Maintaining the character of the existing housing stock and encourage rehabilitation which is consistent with the character of the structure while attempting to preserve historically and architecturally significant structures within the neighborhood.
- Encouraging redevelopment, where appropriate, that is compatible with the character of the neighborhood.
- Promoting the use of sustainable building and revitalization practices and techniques.

*Public Facilities.* Provide public facilities, improvements, and services within the neighborhood to encourage neighborhood stability and a high quality of life. This should be accomplished through:

- Continuing to monitor neighborhood and community needs for parks, open space, the waterways, and related recreational facilities.
- Providing healthy, tree-lined boulevards throughout the neighborhood.
- Providing timely delivery of city services and the repair and reconstruction of streets and alleys and other infrastructure within the neighborhood.
- Providing a safe, secure environment for the residents and visitors.



*Transportation and Parking. Provide multi-modal accommodations for the residents and visitors in a manner that encourages safe, efficient, and convenient movement within the neighborhood and which is in keeping with the character of the neighborhood. This should be accomplished through:*

- Minimizing non-neighborhood traffic on residential streets.
- Offering facilities and services to enhance a walkable environment.
- Preserving the neighborhood character along collector and arterial streets within the neighborhood.
- Encouraging traffic calming measures and enhanced enforcement to slow vehicular traffic.
- Providing convenient bus transit service and other mobility choices to meet the varying needs of the neighborhood residents.
- Providing safe and convenient pedestrian and bicycle linkages within and outside the neighborhood.
- Addressing on-street parking issues near major activity centers.

*Quality of Life. Provide a high quality of life in the neighborhood by effectively addressing property upkeep and nuisance-related issues and fostering a sense of community and cooperation among residents and organizations within the neighborhood. This should be accomplished through:*

- Promoting the neighborhood association as a positive and active entity working towards the improvement of the neighborhood and as an organization which instills cooperation and involvement of the residents.
- Effectively dealing with City Code enforcement issues and nuisance behavior activities.
- Encouraging the cooperation of area residents, landlords, and businesses and institutions such as the business districts, churches, the School District, the University, Mayo Hospital, City, and County to work cooperatively and support one another to improve the neighborhood.
- Instilling a positive image of the neighborhood as a safe and inviting place to live, work, and shop.
- Capitalizing on the diversity of the neighborhood in promoting the unique identity and character of the Historic Randall Park Neighborhood.

# NEIGHBORHOOD STRATEGIES

In order to work towards the vision and guiding principles identified in this plan and direct future efforts and activities within the Historic Randall Park Neighborhood, the following strategies or recommendation have been developed. These strategies are listed under one of the four general categories identified in the preceding section. Several of these strategies have been carried over from the previous plan as some are ongoing, while others are still relevant, but not completed.

## LAND USE AND REDEVELOPMENT

***Guiding Principle. Provide a neighborhood that is stable, sustainable, and attractive, and that is an affordable place to live having a variety of housing choices that encourage a mix of owner and renter occupied homes.***

### 1. Utilize appropriate building design and site plan guidelines for new residential

**construction.** The 1978 plan and 1995 update outlined a series of guidelines to be used by the Plan Commission for new duplex and multiple-family residential buildings built in the neighborhood to be compatible with the general design features and character of the existing buildings within the neighborhood. This is important in order to maintain the unique character of the neighborhood. These general guidelines relate to: height, mass, form, building materials, and scale and are outlined in the Randall Park Historic Landmark District Plan. The City Plan Commission should continue to utilize these guidelines for new duplex and multiple-family development and encourage their use for any single-family homes.

In addition, the City should encourage that sustainable and “green” building practices and techniques be considered in the construction of such new buildings as outlined in the City’s Sustainability Chapter of the Comprehensive Plan.

It is also important that site improvements including off-street parking lots be designed to retain the residential character of the area and not detract from surrounding properties. Therefore, site plans for any duplex or multiple-family development must be evaluated to ensure that site improvements such as off-street parking lots, garbage dumpsters, etc. are located inconspicuously, do not occupy excessive portions of yards, provide proper landscaping, and are compatible with surrounding uses. In addition, the City must ensure that these required improvements are completed as required by the Plan Commission.

Responsibility: Eau Claire Plan Commission, Department of Community Development

Timeframe: Ongoing

- 2. Encourage the utilization of rehabilitation guidelines for remodeling work.** The 1978 plan and 1995 update included a recommendation that encouraged building owners to undertake exterior changes to the residential structures in a manner that would be compatible with the design and architecture of the structure. This was included in these plans because many neighborhood dwellings experienced exterior changes that were not

sensitive with the architecture of the 19th century houses, where inappropriate materials were used, and original architectural details were removed. These changes have resulted in a general decline in the appearance and upkeep of certain areas and can create a disincentive for neighboring property owners to properly maintain their properties.

Therefore, the City and neighborhood association should continue to encourage that the utilization of the Secretary of Interior Guidelines for Rehabilitation be followed within the neighborhood for such remodeling work.



Since adoption of the original neighborhood plan in 1978 and 1995 update, these guidelines have not been consistently followed by property owners within the neighborhood, particularly those properties used as rentals. Therefore, the feasibility of applying these guidelines throughout the neighborhood as an overlay district should be studied.

**Responsibility:** Department of Community Development

**Timeframe:** Ongoing

- 3. Create a Task Force to study the continuing trend of the conversion of owner-occupied homes to rentals and issues related to housing condition.** A task force should be created to study the continuing trend of the conversion of owner-occupied homes to rental properties and develop recommendations to address the problem. The trend of fewer owner-occupied homes was evident in the neighborhood between 1978 and 1995 and has continued since that time. It was anticipated that the construction of the new neighborhood elementary school, new neighborhood park, increased police enforcement, and a revitalized Downtown would have reversed this trend, but this has not been the case.

This task force should include persons from other neighborhoods surrounding Downtown and their recommendations should be applicable to the central part of the City. One idea that should be studied is the feasibility of creating a nonprofit development organization that could be directly involved with rehabilitation, construction, purchase, or sale of family housing within older neighborhoods near Downtown. Organizations such as this have been successful in revitalizing and stabilizing neighborhoods across the country. Some of the best examples of neighborhood development organizations can be found in several St. Paul, Minneapolis, and Milwaukee neighborhoods. Another concept would be

to develop partnerships with neighborhood-related organizations to improve neighborhoods. “Renew LaCrosse” is an example of such a partnership. Finally, another alternative is to consider the feasibility and benefits of creating a neighborhood improvement district as set forth in the State code.

The task force should also look at property upkeep issues discussed under the “Quality of Life” section to develop ideas to encourage improved upkeep of rental properties in the neighborhood.

Finally, to address some of the most deteriorated and obsolescent housing within the neighborhood on smaller parcels, the task force in conjunction with the neighborhood association should study the appropriateness of drafting an amendment to the zoning provisions for the Randall Park Neighborhood that would provide an opportunity for the Plan Commission to consider a conditional use permit to allow for the construction of a duplex on parcels that are less than 10,000 square feet in size. Such amendment would include review criteria to consider the condition of the existing dwelling, compatibility of a proposed duplex in relation to the adjacent land uses, and ensure that the building appearance and character as well as site design would be compatible with design standards for the Randall Park Neighborhood. This would be a tool that could assist in the removal of deteriorated and obsolescent dwellings on smaller lots where repairs or renovations are not practical

**Responsibility:** Department of Community Development

**Timeframe:** 2015

#### **4. Encourage the revitalization of the riverfront area along the First Avenue Pedestrian Mall.**

There are a number of dwellings along the First Avenue pedestrian mall and to the west along Second Avenue that are in substandard condition and some of which are in the floodplain. The City should consider alternatives to encourage the owners of these properties to capitalize on their location along the water to renovate or redevelop these structures. Any such redevelopment should be consistent with the current RM zoning of the area.

**Responsibility:** Eau Claire City Plan Commission

**Timeframe:** Ongoing

#### **5. Continue to utilize Fulton Street as the southern boundary for the Mayo Hospital campus.**

Fulton Street was established as the southern boundary of the Mayo Hospital campus in the 1995 plan. Conversations with hospital officials indicate that they also view Fulton Street as the southern boundary of their campus. The one exception is the possible acquisition of the parcel on the southwest



corner of Fifth Avenue and Fulton Street to improve visibility issues that exist at that intersection. The hospital currently leases parking spaces from St. Patrick's Church for its employees and they should be encouraged to continue this arrangement in order to keep these vehicles from being parked on the street.

**Responsibility:** City of Eau Claire

**Timeframe:** Ongoing

**6. Review boundaries for the Eau Claire County Courthouse/Government Center facility.** The Neighborhood Steering Committee stressed the importance of having the plan continue to provide a building and facility boundary for the Courthouse and ancillary facilities to recognize that County services may need to grow in the future, yet provide some protections for the neighborhood to ensure that such growth is not disruptive to the neighborhood or the West Grand Avenue Business District. The 2005 Comprehensive Plan sets forth this boundary that extends to the west side of the parking west of Oxford Avenue, south of the West Grand Avenue Business district, and the north property lines of the dwellings along Lake Street as the south line.

The Planning Committee and neighborhood association have indicated that they concur with the boundaries established in the Comprehensive Plan with one change that should be considered with the update of the Comprehensive Plan in that the three remaining dwellings along First Avenue to the north of Lake Street should also be retained for as long as feasible as these dwellings are still in good condition. The Committee and neighborhood association noted that the Lake Street Bridge serves as a major entrance to the neighborhood and the existing housing along First Avenue and north of Lake Street enhances the residential character of the area and "softens" the mass and appearance of the jail and parking lots as people enter the neighborhood from the bridge. Map 12



illustrates the recommended boundary.

If in the long-term future, dwellings along Lake Street or First Avenue were to be removed, the neighborhood noted that new housing should be considered in this area if the land can

be removed from the floodplain. A secondary option would be to provide an area for stormwater "best management practices" (BMPs) facilities to improve stormwater drainage issues in this area, which in turn, would provide somewhat of a buffer from the existing parking lots and jail building.

**Responsibility:** Eau Claire City Plan Commission

**Timeframe:** 2015





**7. Study zoning and redevelopment options for the commercial/industrial buildings east of Lakeshore Park.** There are three commercial/industrial buildings located to the east of Lakeshore Park and south of Lakeshore Elementary School that are zoned RM. These buildings date back to the 1950s when this area, which is adjacent to Half Moon Lake, was a larger mix of industrial uses. These buildings have been kept in fair condition, but are now nonconforming uses in the neighborhood and surrounded by housing, the school, and City parks.

The City should discuss options to acquire and redevelop these nonconforming properties into housing that would capitalize on their location near the school, park, recreational trail, and Half Moon Lake. Housing options that would encourage owner-occupied dwellings should be a priority.

Responsibility: City of Eau Claire

Timeframe: 2016

**8. Rezone the half block south of the Lakeshore School site on Hudson Street.** With the completion of Lakeshore Elementary School, the houses directly to the south of the school on Hudson Street should be rezoned from RM to R-2. The houses within this half block are all one- or two-family structures and the zoning to the south and east is presently R-2.

Responsibility: City of Eau Claire

Timeframe: 2015

**9. Encourage the redevelopment of the areas north of Hobb's Ice Arena.** The City should encourage the redevelopment of the obsolescent and substandard housing located north of the Hobb's Ice Center, and to the south and southeast of Lakeshore Park in the vicinity of Ninth Avenue and Chippewa Streets. Family housing should be a priority with its proximity to Lakeshore School, Half Moon Lake, and the parks and trails. If not feasible, housing should be consistent with the current RM zoning of the area. The City should also evaluate the need for additional ice center parking to the north of the facility.

Responsibility: City of Eau Claire

Timeframe: Ongoing

**10. Maintain the existing boundaries of the RM and R-2 zoning districts throughout the neighborhood.** The original plan established the R-2 zoning in the central portion of the neighborhood to maintain lower dwelling unit densities and encourage family housing. It also established the RM zoning along the periphery where higher concentrations of rooming houses and apartments were present. The strategy should be continued with the exceptions of the proposed rezoning the one half block south of Lakeshore School from RM to R-2 (see #8) and the extension of mixed-use commercial/residential redevelopment along Water Street west of Fifth Avenue consistent with the Water Street Plan.

Responsibility: City of Eau Claire

Timeframe: Ongoing



- 11. Consider an amendment to the Water Street Commercial District Plan relating to the dwelling unit density south of Water Street and west of Sixth Avenue.** The update of the Water Street Commercial District Plan in 2009 included a provision to allow for the redevelopment of the residential properties north of the Chippewa River and south of the alley and alley extended east that is located to the south of Water Street to densities comparable to R-3P and R-4P zoning districts. The neighborhood approved of this change in 2009, but in the process of updating this plan, the neighborhood now feels that the density and height standards for the R-3P and R-4P districts for the areas west of Sixth Avenue are not appropriate for this riverfront area, noting that the RM provides for sufficient densities for the redevelopment of these properties.



The Planning Committee and neighborhood association indicated that buildings similar in mass, size, and height of the apartment buildings recently constructed in the North Barstow area to the east of Phoenix Park would not be appropriate in this area. The Committee feels that two-story dwellings similar in design to the 4-plex recently constructed in the 600 block of Menomonie Street would be more appropriate in this area.

The Committee also recommends that the dwelling height for any redevelopment in the 500 block of Menomonie Street should not exceed 3 stories in height and should incorporate the design principles contained in the City's Waterways Plan. It was noted that the historic Adin Randall House is located within the 500 block of Water Street and efforts should be pursued to preserve the house on site or at a different location.

**Responsibility:** City of Eau Claire

**Timeframe:** Immediate

- 12. Encourage redevelopment along Water Street to the west of Seventh Avenue.** The update of the Water Street Commercial District Plan indicated that commercial mixed-use development incorporating dwellings should be encouraged along Water Street to the west of Sixth Avenue. The general concept at the time of the adoption of the Water Street Plan was for first floor commercial/office with one or two floors of apartments. The Planning Committee and neighborhood association have concerns that this redevelopment has to be exclusively first floor commercial/office noting that the market may not support this amount of commercial/office space along the full length of Water Street. Therefore, it is recommended that first floor dwelling units be an option that the

City would consider when such redevelopment occurs west of Seventh Avenue along Water Street.

Responsibility: City of Eau Claire

Timeframe: Ongoing

**13. Encourage the redevelopment of areas within the floodplain.** Since 1995, the City has purchased several parcels of land west of Owen Park that are in the floodplain. However, there are still additional properties within the neighborhood that are in the floodplain and subject to the City's floodplain ordinance which restricts improvements. The City should work with the owners of these remaining floodplain properties to discuss redevelopment alternatives for this land.

Responsibility: City of Eau Claire

Timeframe: Long-term

**14. Evaluate the current status of the Randall Park Historic Landmark District and encourage use of rehabilitation tax credit program.** In 1992, property owners were given the opportunity to opt-out of the Randall Park Historic Landmark District. Approximately one half of the properties were removed leaving the district with very irregular boundaries. The district in this current configuration is not functioning in the manner originally intended when a more cohesive district was first designated in 1984. Therefore, the status of the district in its current configuration should be evaluated with the possibility of reinstating the properties that had opted-out.

The City Landmarks Commission should also regularly contact owners of properties listed on the National Register or within National Register Historic Districts to encourage them to utilize the federal and state rehabilitation tax credit programs.

Responsibility: Eau Claire Landmarks Commission

Timeframe: 2015

## **PUBLIC FACILITIES**

***Guiding Principle. Provide public facilities, improvements, and services within the neighborhood to encourage neighborhood stability and a high quality of life.***

**1. Ensure timely delivery of City services which are consistent with other neighborhoods within the City.** A common complaint noted in many of the survey responses related to City services such as snow removal, street sweeping, alley maintenance, etc. being inadequate. The Planning Committee noted that it is important that these types of services must be provided at a high level in order to provide an attractive and quality environment for families to live. Complaints about snow removal included such areas as: snow removal from streets, sidewalks in front of public properties, bridges, and the sidewalks within Randall Park.

The Committee also discussed the issue of snow removal from the alleys. It has been the City's policy not to plow alleys in the City unless the alley provides direct access to a

residence. With the heavy snows and prolonged snow cover in 2012-13 and 2013-14, a number of the alleys in the neighborhood became nearly impassible and very dangerous.

The neighborhood association should meet with representatives of the City to address these issues and determine if the alley snow plowing policy can be changed.

**Responsibility:** City of Eau Claire, HRPNA

**Timeframe:** Immediate

- 2. Evaluate the need for additional street lighting within the neighborhood.** The need for additional street lighting should be considered in certain areas of the neighborhood due to the unique pedestrian nature of the Randall Park area, proximity of the University, and its higher population density. Areas which should be carefully evaluated are those areas in closer proximity to the University and Water Street, and other areas of higher incidents of vandalism and police activity. This may require the need to make exceptions or changes to the City's policies for providing street lighting.

**Responsibility:** Neighborhood residents, HRPNA, City of Eau Claire

**Timeframe:** 2015

- 3. Develop a plan for the FEMA-acquired open space located to the west of Owen Park.** The

City acquired a parcel in the floodplain located west of First Avenue and south of Niagara Street. Use of this property is severely restricted due to conditions placed on the property by FEMA. The neighborhood and City and possibly the University should discuss options to utilize this property to make it an asset to the neighborhood.

**Responsibility:** City of Eau Claire, HRPNA, UWEC

**Timeframe:** 2015



- 4. Work with the City Forester to continue to implement a tree replacement program along the residential streets.** The presence of boulevard trees along the neighborhood streets is important to defining the character of a neighborhood. The City has utilized CDBG and City funds to replace trees along some streets in the past and tree replacement has recently become part of all street reconstruction projects. In addition, the City Forestry Division recently undertook a voluntary preemptive program to remove some of the ash trees in the neighborhood, which will be susceptible to the Emerald Ash Borer Disease. The neighborhood should continue to work with the City Forester to identify boulevard locations that lack trees, assist the City Forester in sponsoring programs directed at the removal and replacement of the ash trees, and help to seek funding for these programs.

In addition, watering of newly planted boulevard trees by property owners and tenants has been very inconsistent. To address this, the City and neighborhood association

should attempt to better educate homeowners, landlords, and occupants of rentals to water and care for these new trees.

Responsibility: HRPNA, City Forestry Division

Timeframe: On-going

**5. Construct a new restroom facility at Owen Park.**



Xcel Energy and the City of Eau Claire recently completed the remediation of contaminated soils within Owen Park in an area located to the north of the bandshell. With the restoration work completed, the City plans to construct a new restroom facility in this area replacing the outdated facility located to the south of the bandshell. Construction will occur when funds are allocated to the City's 5-year Capital Improvement Plan.

Responsibility: Department of Parks, Recreation, and Forestry

Timeframe: 2018

**6. Install a fishing pier on Half Moon Lake near Lakeshore Park.** Fishing access for persons with disabilities and the elderly is lacking along the east shoreline of Half Moon Lake. A fishing pier similar to that constructed on the west side of the lake near Braun's Bay should be constructed. The pier should be located in the vicinity of Lakeshore Park, possibly just to the south.

Responsibility: City of Eau Claire

Timeframe: 2015

**7. Evaluate and update playground and park facilities.** Three parks are located within the neighborhood including: Lakeshore Park, Randall Park, and Owen Park. The City should periodically evaluate the facilities at each of these parks and update and improve them as needed.

Responsibility: City of Eau Claire

Timeframe: On-going

**8. Develop overlooks and improved access to the waterways.** The Water Street Commercial District Plan, City Waterways Plan, and Water Street BID recommend that an overlook should be constructed near the south terminus of Fifth Avenue along the Chippewa River. The plan also calls for improving access down to the water for "tubers" in order to more safely exit the water.

In addition, the Waterways Plan recommends additional overlooks within the neighborhood, including one near the proposed fishing pier on Half Moon Lake and in conjunction with the reconstruction of the causeway.



Continuing to maintain visual and physical access to the Chippewa River at Owen Park, along Menomonie and Market Streets, and along the First Avenue Pedestrian Mall should also continue to be a priority of the City and as outlined in the City's Waterways Plan.

Responsibility: City of Eau Claire

Timeframe: 2015 and ongoing

- 9. Incorporate streetscape improvements along neighborhood arterial streets.** The City's Comprehensive Plan and Waterways Plan state that arterial streets within the neighborhood should be considered part of the public open space system and should include streetscape improvements in order to give emphasis and character to these



streets and make them more walkable. Theme lighting, trees and landscaping, benches, banners, etc. all add to the character of the street and better define these routes through the neighborhood.

In addition, the Waterways Plan recommends making these types of improvements along West Grand Avenue to create a more walkable linkage between the West Grand Avenue Business District and Carson Park and also for the Grand Avenue walk bridge which connects the West Grand Avenue Business District and Downtown.

Responsibility: City of Eau Claire, BIDs

Timeframe: Ongoing

- 10. Provide evening availability of Lakeshore School for youth and adults living within the neighborhood.** In order to make the Lakeshore Elementary School a more integral part of the neighborhood, school facilities should be made available for neighborhood use after regular school hours. By opening the facility up to the neighborhood, it better serves as a gathering and activity center for the neighborhood. Implementation of this concept will require coordination with School District officials to allow the school to be opened up for "after hours" use.

Responsibility: HRPNA, Eau Claire School District

Timeframe: Ongoing

## **TRANSPORTATION AND PARKING**

**Guiding Principle. Provide multi-modal accommodations for the residents and visitors in a manner that encourages safe, efficient, and convenient movement within the neighborhood and which is in keeping with the character of the neighborhood.**

- 1. Continue to implement an aggressive street and sidewalk improvement program within the neighborhood.** A substantial number of streets and sidewalks within the neighborhood have been reconstructed since the 1995 plan update. The City should continue to identify the problem areas and address the remaining streets and sidewalks that are in poor condition.

Responsibility: City of Eau Claire

Timeframe: Ongoing

- 2. Continue to improve the condition of alleys in the neighborhood.** One of the most

frequent complaints from the survey and from the Planning Committee pertained to the overall condition and maintenance of the alleys in the neighborhood. The City has worked with the neighborhood in recent years to reconstruct a number of alleys using Community Development Block Grant (CDBG) funds. The neighborhood should continue to work with the Public Works Department



to identify alleys in need of reconstruction and then encourage the City Council to reconstruct these alleys using CDBG funding for the remaining alleys.

Responsibility: City of Eau Claire

Timeframe: Ongoing

- 3. Conduct a study of street parking usage in the vicinity of Mayo Hospital, Water Street, and the County Courthouse to develop recommendations that would improve pedestrian, bicycle, and motorist safety and which would provide on-street parking availability to area residents.** Responses to the neighborhood survey indicated substantial concern about congested streets in the neighborhood, primarily in the vicinity of Mayo Hospital,



but also in areas surrounding the courthouse and north of Water Street. The majority of the vehicles parking on the street in the northern and central portions of the neighborhood appear to be related to employees from the hospital and courthouse. In the southern portion of the neighborhood, the cause of the congestion is more complex with on-street parking related to UWEC students, resident parking, and parking related to the Water Street Commercial District.

Issues noted by residents relate to difficulty parking near their homes and visibility issues at street intersections, driveways, and alleys. If the study indicates that on-street parking is an issue in certain sections of the neighborhood, alternatives should be considered to address the problems that were identified. Examples of possible alternatives include: increasing the “no parking” distances along the street curbs from intersections, driveways, and alleys from 4’ to 8’ (this approach was implemented in portions of the Third Ward), reducing the maximum parking time allowed (i.e., all-day parking to two-



hour parking), limiting parking to one side of the street, implementing the odd-even parking year-round, and considering a resident permit parking system.

Responsibility: City of Eau Claire, HRPNA, residents

Timeframe: 2016

**4. Continue to acquire additional land on the south side of the 400 block of Chippewa Street for parking.** The 1978 plan addressed the need for additional parking for the Water Street Commercial District by proposing to acquire the majority of the south side of the 400 block of the Chippewa Street. Acquisition and clearance of this land would also eliminate substandard housing. The City began acquisition of properties within this block in 1994. Acquisition should continue as outlined in the 1978 Plan and the Water Street Commercial District Plan.

Responsibility: City of Eau Claire, Water Street BID

Timeframe: Ongoing

- 5. Replace the Water Street Bridge and Half Moon Lake Causeway that include improved pedestrian and bicycle accommodations.** Both the Water Street Bridge and Half Moon Lake Causeway are scheduled for replacement. The Water Street Bridge project will be undertaken by the Wisconsin DOT, while the causeway will be completed by the City. For both projects, it is important to design appropriate facilities for use by pedestrians and bicyclists. In addition, opportunities for added greenspace, overlooks, and access to the water for fisherman should be considered in the design for the causeway.

Responsibility: WI-DOT, City of Eau Claire

Timeframe: 2015/16 - Water Street Bridge, 2017 - Causeway



- 6. Make safety improvements along Lake Street in the vicinity of the Courthouse and in other areas of the neighborhood to address pedestrian safety issues.** The Planning Committee noted a concern about pedestrian safety near the bottom of the hill on Lake Street to the east of Oxford Avenue. At this location, pedestrians cross Lake Street to get to an entrance to the City/County Health Department. These pedestrians are not readily visible to eastbound traffic due to vehicle speed and poor sight distances. The City Traffic Engineer should review this location and make changes to address this safety issue.

The neighborhood also noted storm drainage issues in the vicinity of the intersection of Lake Street and Second Avenue. This issue should be addressed as these streets are reconstructed.

In addition, the City should coordinate with the Water Street Business Improvement District to monitor pedestrian and bicycle safety-related concerns along Water Street.

Responsibility: Department of Public Works

Timeframe: 2014-15

- 7. Implement the City Bicycle Route Plan.** The 2010 Bicycle and Pedestrian Plan recommended signing and road striping improvements to designate bicycle routes within the City. Several such routes are shown within the neighborhood and should be implemented.

Responsibility: Bicycle and Pedestrian Advisory Commission, Department of Public Works

Timeframe: 2015

- 8. Encourage the establishment of a Safe Routes to School Program at Lakeshore School.** Lakeshore Elementary School is one of the few schools in the School District that has not

adopted the Safe Routes to School Program. The program establishes designated routes for neighborhood children to more safely walk and bicycle to school. It is normally sponsored by the parent's organization of the respective school. Safety features such as crosswalks, sidewalk curb cuts, and other improvements are completed by the City. The neighborhood should encourage parents to establish the program and then work with the City to identify improvements.

**Responsibility:** Lakeshore School PTO, City of Eau Claire

**Timeframe:** Ongoing

- 9. Periodically review transit routes to best serve the residents of the neighborhood.** The City Transit Commission should periodically review the City transit routes within the neighborhood to best serve the residents of the neighborhood.

**Responsibility:** City Transit Commission

**Timeframe:** Ongoing

## QUALITY OF LIFE

**Guiding Principle.** *Provide a high quality of life in the neighborhood by effectively addressing property upkeep and nuisance-related issues and fostering a sense of community and cooperation among residents and organizations within the neighborhood.*

- 1. Continue to work to provide programs and services that will reduce or eliminate violations relating to property upkeep and zoning violations within the neighborhood.** Residents of the Historic Randall Park Neighborhood have regularly had to deal with issues related to poor property upkeep such as unshoveled sidewalks, unmowed lawns, stuffed furniture on porches, junked vehicles, garbage totes left at the curbside, poorly maintained exteriors of dwellings, and zoning violations related to too many occupants within dwelling units. These violations have been an aggravation for those living in the neighborhood, have led to a reduction in the quality of life in these areas, and have caused the gradual decline in the general upkeep of the neighborhood.

In recent months, the UWEC Department of Student Affairs and the City/County Health Department have initiated a series of meetings with landlords, neighborhood representatives, and other interested organizations to re-examine these issues and determine if additional programs can be undertaken to address these problems. From the initial meetings, three subcommittees have been formed to address topics related to housing, community living, and resources.

Examples of some of the programs and services that have been undertaken in the past to address these issues and which should continue include:

- The City/County Intensified Housing Program (see below);
- Monthly coordination meetings involving the University, CVTC, Police Department, City Inspections Division, and City/County Health Department;

- The City/County “Donate It – Don’t Dump It” program;
- Periodic attendance of the City’s Code Enforcement Officer at monthly meetings of the neighborhood association;
- Involvement with University student organizations with neighborhood clean-ups;
- Conducting neighborhood “sweeps” to address property upkeep issues in collaboration with the City Inspections Division and City/County Health Department (These “sweeps” can identify problems or problem areas at an early stage in order to speed up compliance as it enables the limited staff resources to direct their work towards obtaining compliance for the violations which have been identified.);
- The voluntary Certified Eau Claire Landlord Program administered by the Eau Claire Police Department that attempts to educate and train landlords to better address issues such as property upkeep, tenant screening, etc. and also encourage landlords to help improve their neighborhoods and relationships with their neighbors.

In addition, it is also important to investigate and explore other programs and options that would address these property upkeep related issues such as:

- Building upon the Certified Landlord Program by developing a rated directory system that would assist prospective renters in providing more background information about landlords that have attained or surpassed certain standards or tests;
- Requiring landlords to be responsible for snow removal, lawn care, and garbage service;
- Having garbage and recycling picked up by haulers in alleys, where available, rather than in front of the residential properties. This would reduce the enforcement problem of having garbage totes left out by the curb;
- Encouraging representatives from the Eau Claire Police Department to periodically attend the monthly meetings of the neighborhood association (The police department used to attend these meetings, but discontinued this practice several years ago.);
- Instituting a landlord licensing program;
- Consider changing the City’s Code Enforcement Officer position from a part-time position to a full-time position. (This would provide improved code enhanced code enforcement for the City’s older neighborhoods. The position was a full-time position until 2010. With the change to a part-time position, enforcement has tended to be more complaint based versus more proactive in nature.);





- Exploring options to contract with private businesses to inspect and resolve code violations relating to unshoveled sidewalks and unmowed lawns (The City of LaCrosse, WI has studied the feasibility of such programs.);
- Encouraging greater involvement of the City/County Health Department to initiate proactive educational or enforcement approaches with landlords;
- Encouraging greater involvement of UWEC or CVTC students to initiate informative resource banks or websites to inform students about exceptional or problem landlords.



**Responsibility:** City/County Health Department, UWEC, HRPNA, City Inspections Division  
**Timeframe:** Ongoing

**2. Continue to work to provide programs and services that will address nuisance behaviors within the neighborhood.** As noted in the issues chapter of this plan, problems related to late night parties, vandalism, and alcohol-related problems have been chronic problems within the neighborhood since the original neighborhood plan was prepared. These behaviors have been an aggravation for those living in the neighborhood and also negatively reflect on the image of the neighborhood. These issues also make it more difficult to attract and retain people desiring to own their own home in the neighborhood.

The neighborhood association has worked with numerous agencies and organizations to address these issues and has experienced significant success in recent years. Examples of some of the programs and services that have targeted these problems and which should continue include:

- Establishment of the City's Community Policing Program;
- Enhanced police enforcement along Water Street on weekend evenings and for special events such as UWEC homecoming;
- Increased "party" police patrols and citations for underage drinking and the sale of alcohol;
- Regular attendance by a representative from UWEC at the monthly meetings of the neighborhood association;
- University involvement through the Dean of Students Office, CASE (Center for Alcohol Studies and Education), and the Off-Campus Student Life program with students involved in problem parties and other issues;
- Establishment of the community organization "BRIDGE" to address excessive alcohol use;

- Monthly coordination meetings involving the University, CVTC, Police Department, City Inspections Division, and City/County Health Department;
- Implementation of the police bicycle patrol program.

As mentioned in the recommendation above, other programs and options should continually be investigated and discussed to further minimize the nuisance behaviors in the neighborhood. To assist in these efforts to address these problems, it is recommended that representatives of the Police Department periodically attend the monthly meetings of the neighborhood association.

Finally, the issue of smoke from campfires was mentioned frequently in the neighborhood survey. This problem has developed in recent years as these campfires have become increasingly popular. The neighborhood association should work with the City Fire Department to determine if existing ordinances are adequate and possibly develop an educational program to reduce the problem.

**Responsibility:** City of Eau Claire, UWEC, Eau Claire Police and Fire Departments, HRPNA  
**Timeframe:** Ongoing

**3. Continue to support the Intensified Housing Enforcement Program.** The City/County Health Department has administered this CDBG supported program since the early 1980s and it has been a key component in the improvement of housing conditions within the neighborhood. Continued support of the program by the neighborhood association is important in order to maintain and further improve these property conditions. In addition, the City/County Health Department should continue to utilize their housing condition surveys to target their efforts to address the most severe housing condition problems.

Finally, the use of the Housing Authority's Housing Rehabilitation Program should also be considered as an option to assist property owners in the rehabilitation of these problem properties.

**Responsibility:** City/County Health Department, City Housing Authority  
**Timeframe:** Ongoing

**4. Work to implement applicable neighborhood-related recommendations contained in the City's Health Chapter.** In 2013, the City adopted the Health Chapter as part of the City's Comprehensive Plan. This chapter contains a number of recommendations that pertain to the quality of life within Eau Claire's older neighborhoods. Examples of neighborhood-related topics addressed in the plan include: affordable housing, sustainable development, community gardens, access to foods, walkable neighborhoods, livable streets, complete streets, crime prevention, etc. Many of the recommendations contained in the Health Chapter come from other City plans and documents, but provide a compilation of strategies focusing on "improving human health relative to the built environment". The neighborhood association should review these recommendations and work to implement those that are applicable to the Historic Randall Park Neighborhood.

**Responsibility:** HRPNA  
**Timeframe:** Ongoing



- 5. Support the efforts of Water Street Business Improvement District to promote a diverse business atmosphere in the area.** The neighborhood association should strongly support the efforts of the Water Street BID and businesses to promote a diverse business atmosphere along Water Street. These efforts will also help to enhance the character and image of both the commercial area and the neighborhood.

In addition, the neighborhood association should support policies contained within the Water Street Business District Plan that limit the number of taverns within the business district. Additional taverns along Water Street would have additional adverse effects on the immediate neighborhood and contribute to a negative stigma of the neighborhood.



The neighborhood association should also support any efforts of DECI and/or the Water Street BID to attract a grocery store to the area.

**Responsibility:** HRPNA, Water Street BID

**Timeframe:** Ongoing

- 6. Support the efforts of West Grand Avenue Business Improvement District to promote their businesses and area.** The neighborhood association should strongly support the efforts of the West Grand Avenue BID and businesses to promote their area. Similar to the Water Street area, efforts of the West Grand Avenue businesses will also help to enhance the character and image of the neighborhood.



**Responsibility:** HRPNA, West Grand Avenue BID

**Timeframe:** Ongoing

- 7. Continue to improve and implement a neighborhood marketing strategy.** The neighborhood's image in the community is a powerful determinant of its ability to attract families. The neighborhood association has taken an active role in attempting to capitalize on its strengths and shape the neighborhood's image since 1995. This has been accomplished through: a name change for the neighborhood, developing a web page,

sponsoring neighborhood night-out activities, assisting with the community garden project, etc. The neighborhood association must continue its efforts and look towards additional strategies such as the use of social media sites including Facebook and Twitter, working closer with Mayo Hospital on housing marketing programs, encouraging closer coordination with the Water Street BID and West Grand Avenue BID on promotional events, etc. The City's neighborhood matching grant program should also be considered as a potential funding source to initiate some of these programs or improvements.

Responsibility: HRPNA

Timeframe: Ongoing

**8. Continue to distribute the brochure on neighborhood standards.** This brochure has been a good educational tool to help inform neighborhood residents and property owners about City ordinances pertaining to property maintenance and upkeep. It should be periodically updated and regularly distributed throughout the neighborhood. A link to the brochure could be provided on the neighborhood's website. In addition, the neighborhood association should work with landlords to have copies of the brochure included with lease agreements.

Responsibility: HRPNA

Timeframe: Ongoing

**9. Consider implementing the Neighborhood Watch Program.** The neighborhood association should consider implementing a Neighborhood Watch Program to assist in the prevention of vandalism and other crimes within the neighborhood. This program encourages communication and participation among neighborhood residents and projects a feeling that residents of the neighborhood care for the area in which they live.

Responsibility: HRPNA, Eau Claire Police Department

Timeframe: 2015

# Transforming Eau Claire: Designing a Healthy Community

The Eau Claire City-County Health Department received a 2-year Healthier Wisconsin Partnership Program grant in partnership with:

- Eau Claire Healthy Communities
- Joining Our Neighbors Advancing Hope (JONAH)
- Mayo Clinic Health System
- Medical College of Wisconsin
- The City of Eau Claire Planning Department

The Eau Claire partners will work with the Medical College of Wisconsin to research how to incorporate health impact and health outcomes as part of community planning for the built environment (where people live, work and play).

**The goal of the grant is to positively impact health for Eau Claire residents by creating community policy/practice change to incorporate health impact and health outcomes as part of community planning for the built environment in Eau Claire.**

This grant will move the EC Comprehensive Plan Health Chapter forward by testing implementation of a Health Impact Assessment (HIA) with the redevelopment of the Cannery district. This redevelopment was specifically selected as it is slated for redevelopment in the near future. The lessons learned and capacity developed through this project will ultimately impact the way this community views and promotes health in community planning and redevelopment in the future.



The project is an opportunity to engage diverse perspectives in community development resulting in systems change – creating a new way for the community to engage in and view the built environment as both a health and an economic asset.

[illegible]

## Application for Federal Assistance SF-424

\* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

12/22/2016

4. Applicant Identifier:

City of Eau Claire, WI

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

### State Use Only:

6. Date Received by State:

7. State Application Identifier:

### 8. APPLICANT INFORMATION:

\* a. Legal Name:

City of Eau Claire

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

396005436

\* c. Organizational DUNS:

0204951560000

### d. Address:

\* Street1:

203 South Farwell Street

Street2:

PO Box 5148

\* City:

Eau Claire

County/Parish:

Eau Claire

\* State:

WI: Wisconsin

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

54702-5148

### e. Organizational Unit:

Department Name:

Community Development

Division Name:

Economic Development

### f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

\* First Name:

Mike

Middle Name:

\* Last Name:

Schatz

Suffix:

Title:

Economic Development Director

Organizational Affiliation:

\* Telephone Number:

715-839-4914

Fax Number:

715-839-4939

\* Email:

mike.schatz@eauclairewi.gov

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

Environmental Protection Agency

### 11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

### \* 12. Funding Opportunity Number:

EPA-OLEM-OBLR-16-08

\* Title:

FY17 Guidelines for Brownfields Assessment Grants

### 13. Competition Identification Number:

NONE

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

The City will use the requested Petroleum and Hazardous Materials funds to support brownfield redevelopment in our Riverfront Rediscovery Area to reduce threats to resident health and spur development

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant \* b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**\* a. Start Date: \* b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="300,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="300,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title: \* Telephone Number:  Fax Number: \* Email: \* Signature of Authorized Representative:  \* Date Signed: